

COLLABORATIVE AND COORDINATED CASE MANAGEMENT

When a participant is working with other agencies (ex: Trade Act, Department of Human Services, Vocational Rehabilitation, or GI Bill), regions, and/or enrolled in multiple grants the Advisor will coordinate services. By communicating and coordinating resources with each of these partners, you can create a seamless web of support for customers.

1. Ask the participant which partners they are working with.
2. Contact the partners and explain that you would like to coordinate services for the participant.

Ideally all partners and the participant should be brought together at one time to develop common employment goals, establish lines of communication, and coordinate resources. For instance, DHS Family Coaches meet with their participants once per month. Ask, “Can we all meet together?”

3. If a meeting isn’t possible, whether it be by phone or email, partners and the participant should reach consensus around three key elements:
 - a. A common employment plan:
 - Ensure compliance with all grants and agencies
 - Ask, “Is this okay with your plan?”
 - Avoid duplication of services
 - Leverage funds to provide the most comprehensive service to the participant
 - b. Communication protocols with the other partner(s) and the participant
 - How to communicate (email, phone, etc)?
 - When and about what?
(ex: Updates; changes to contact info, living arrangements, family make up; challenges; plan development)
 - And who is the participant supposed to communicate to and about what?
If unsure, ask the participant (for example), “Have you talked with your DHS Coach about this?”
 - c. Sequence of services
 - What services linked to employment plan milestones will be provided by which partner?
(ex of milestones: Training, Training Completed, Placement, Placement Completed, Follow Up and Retention)
4. Regular communication with other Case Managers/Coaches/Advisors will be in the case notes in I-Trac.
 - All contact information for the other party(s)
 - All communication with other party(s)

LOCAL WORKFORCE DEVELOPMENT BOARD MEMBERSHIP

WIOA Sec. 107(b)(2)(A)

Business Representatives – Majority of the board must come from this category.

Representatives of businesses in the local area who:

- i. Are owners of businesses, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority
-or-
- ii. represent businesses, including small businesses, or organizations representing businesses, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area

(Must be nominated by local business organizations and business trade associations)

<u>Business or Agency Name</u>	<u>Member Names</u>	<u>Nominated By</u>	<u>Term Expiration Date</u> If Vacant, Date to be Filled
SuperGenius Studios	Peter Lund	Robert Campbell, Director Small Business Development Center	2/13/2024
Portland General Electric (PGE)	Brooke Brownlee Board Chair	Deane Funk, PGE	12/15/2024
Quanex Custom Components (Woodcraft Industries)	Tracy Rumpca Board Secretary/Treasurer	Tina Irvine, Express Employment Professionals	6/30/2023
TITAN Freight Systems	Keith Wilson	Bridget Dazey, Clackamas Workforce Partnership	5/17/2025
General Sheet Metal	Gordon Harvey	Joe Harris Local 16 Sheet Metal Worker	6/30/2023
MacDonald Miller	Aeric Estep	Glo Webb IFMA – Oregon & SW WA Chapter	7/15/2024
Dragonberry Produce	Amy Nguyen Board Vice Chair	Amy Oakley, Clackamas Workforce Partnership	5/17/2025
Rose Villa	Michelle LaCroix	Amy Oakley, Clackamas Workforce Partnership	6/30/2026
Warn Industries	Greg Lewis	Armetta Burney, Clackamas Community College	10/31/2026
Sunrise Water Authority	Cindy Wolff	Amanda Wall, Clackamas Workforce Partnership	10/31/2026

LOCAL WORKFORCE DEVELOPMENT BOARD MEMBERSHIP

WIOA Sec. 107(b)(2)(B)			
Representatives of the workforce within the local area – At least 20% of the total board membership must represent the categories in this section.			
<u>Membership Category</u> Name of labor organization, CBO, etc.	<u>Member’s Name</u>	<u>Nominated By</u>	<u>Term Expiration Date</u> If Vacant, Date to be Filled
(i) Representatives of labor organizations (for a local area in which employees are represented by labor organizations), or (for a local area in which no employees are represented by such organizations) other representatives of employees; Minimum of one representative (Must be nominated by local labor federations or other employee representative group.)			
AFSCME Local 350	Manuel Contreras	Josh Hall, Workforce Liaison, AFL-CIO	5/17/2025
Iron Workers Local 29	Paul Diaz	Josh Hall, Workforce Liaison, AFL-CIO	11/30/2025
(ii) Representative of labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area Minimum of one representative, if such a program exists in the area			
Local 16 Sheet Metal Worker	Vanessa Steward	Not Applicable	9/17/2024
(iii) Representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities (Optional category)			
		Not Applicable	
(iv) Representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth (Optional category)			
		Not Applicable	
Todos Juntos	Eric Johnston		3/31/2025
Timberlake Job Corp	Tyson Arnold		2/28/2024

LOCAL WORKFORCE DEVELOPMENT BOARD MEMBERSHIP

WIOA Sec. 107(b)(2)(C)

Each local board shall include representatives of entities administering education and training activities in the local area.

When there is more than one local area provider of adult education and literacy activities under Title II, or multiple institutions of higher education providing workforce investment activities the CLEO must solicit nominations from those providers and institutions, respectively, in appointing the required representatives.

<u>Membership Category</u> List Business or Agency Name	<u>Names</u> Member's Name	<u>Nominated By</u> Organization Name	<u>Term Expiration Date</u> If Vacant, Date to be Filled
A representative of eligible providers administering adult education and literacy activities under title II of WIOA			
Minimum of one representative			
Clackamas Community College	David Plotkin	Joanne Truesdell, Clackamas Community College	6/30/2023
A representative of institutions of higher education providing workforce investment activities (including community colleges)			
Minimum of one representative			
Clackamas Community College	David Plotkin	Joanne Truesdell, Clackamas Community College	6/30/2023
Representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment (Optional category)			
North Clackamas School District	Shay James	Larry Didway, Superintendent Clackamas Education Service District	8/2/2025

LOCAL WORKFORCE DEVELOPMENT BOARD MEMBERSHIP

WIOA Sec. 107(b)(2)(D)			
Each local board shall include representatives of governmental and economic and community development entities serving the local area.			
<u>Membership Category</u> List Business or Agency Name	<u>Names</u> Member's Name	<u>Nominated By</u> Organization Name	<u>Term Expiration Date</u> If Vacant, Date to be Filled
Representatives of economic and community development entities (Minimum of one representative)			
Clackamas County Economic Development	Cindy Moore	Not applicable	9/24/2024
Representative from the State employment service office under the Wagner-Peyser Act serving the local area (Required)			
Oregon Employment Department	Tom Previs	Not applicable	9/15/2025
Representative of the programs carried out under title I of the Rehabilitation Act of 1973 serving the local area [other than section 112 or part C of that title] (Required)			
DHS Vocational Rehabilitation	vacant	Not applicable	
Representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance (Optional)			
DHS Self Sufficiency	vacant	Not Applicable	
Representatives of philanthropic organizations serving the local area (Optional)			
<i>Other</i>		Not applicable	
Clackamas County Board of County Commissioners	Commissioner Martha Schrader	ex officio	n/a
Clackamas County Children, Family & Community Connections	Dr. Adam Freer	ex officio	4/19/2025
City of Wilsonville	Joann Linville	ex officio	5/17/2025



POLICY #: A-04
Nomination and Membership Appointment

ISSUED: September 16, 2021

PURPOSE:

To establish the process and criteria Clackamas Workforce Partnership (CWP) uses when reviewing and recommending applicants for openings on the CWP Board.

REFERENCES:

- Workforce Innovation and Opportunity Act Public Law Sec. 107
- State of Oregon WIOA Title 1 Policy 107(b)

POLICY:

Board Composition and Appointment

In accordance with the Partnership Agreement with the Clackamas County Board of County Commissioners, members of Clackamas Workforce Partnership Board are appointed by the Clackamas County Board of Commissioners in accordance with the Workforce Innovation and Opportunity Act (WIOA) and State of Oregon guidance. Clackamas Workforce Partnership uses the Clackamas County Appointed Boards and Commissioners process to appoint all Clackamas Workforce Partnership Board members to be visionary drivers of workforce development in the local area.

CWP Board members shall have the qualifications for membership consistent with the requirements of WIOA as supplemented by any qualifications for board membership established by the governor in partnership with the State of Oregon Workforce and Talent Development Board. The composition and makeup of CWP Board should comply with federal and state regulations and directives under WIOA.

CWP Board members fall into four categories as defined in the WIOA: a representative of business; a representative of workforce (includes labor and community-based organizations); a representative of education and training; and a representative from relevant public agencies. Workforce Board members may be appointed as a representative of more than one entity if the individual meets all the criteria for representation, including the criteria described in WIOA for each entity. CWP Board members will be appointed as necessary to maintain the appropriate balance of membership as outlined in WIOA and State of Oregon policy.

The CWP Board shall have an Executive Committee. Membership is comprised of CWP Officers, the immediate past Chair and at least four Board members representing the private sector and/or Labor. This committee is delegated the power and authority by the Board of Directors for managing business responsibility of CWP between meetings of the full Board. This committee has decision – making authority for all actions that come before it.

One Clackamas County Commissioner will operate as ex-officio on the CWP Board and Executive Committee.

Nomination and Application Process

Prospective members are appointed as follows:

- Business representatives are appointed from among individuals nominated by business organizations and trade associations.
- Labor representatives are appointed from among individuals nominated by local labor organizations.
- Education representatives are appointed from nominations submitted by the institutions of higher education and secondary education organizations or districts within the workforce region.
- Public agency representation is appointed from nominations submitted by the partner organization.

This process for business and labor includes:

1. Public Notice/Press Release through Clackamas County and the CWP website stating the beginning of a 90-day open recruitment period, number of vacancies, and any specific sectors or criteria currently in need to fill.
2. Interested individuals submit Clackamas County' Application, CWP Application to CWP ABC (Appointment Boards and Commissioner) Staff Liaison/Administrative Coordinator, a current resume, along with letter(s) of nomination.
3. Applications are screened for eligibility criteria by the CWP Executive Director. Eligibility Criteria includes:
 - a. Representation from organizations in compliance with WIOA
 - b. Level of individual's responsibility within the company
 - c. Size of Business – number of employees to achieve diversity on the board
 - d. Within a targeted industry sector
 - e. Kinds of jobs within the company
 - f. Location within the County to achieve an urban/rural representation
 - g. Ability to commit time to be involved in Board Activities
4. CWP ABC (Appointment Boards and Commissioner) Staff Liaison recommends applicants to the Board of County Commissioners.
5. ABC Study Session packet (ABC Worksheet & ABC Matrix) is submitted to the Board of County Commissioners along with ABC Staff Report and re-appointment and the CWP Application.
6. Upon approval of re-appointment and appointment, CWP seats members on the Board.

The public and education sector process includes:

1. Interested individuals submit a letter of nomination from the applicant's public agency or the partner organization
2. Letters of Nomination are screened for eligibility criteria by the CWP Executive Director. Eligibility Criteria includes:
 - a. Representation from organizations in compliance with WIOA
 - b. Level of individual's responsibility within the organization or public entity
 - c. Ability to commit time to be involved in Board Activities

3. CWP ABC (Appointment Boards and Commissioner) Staff liaison recommends nominations to the Board of County Commissioners.
4. ABC Study Session packet (ABC worksheet & ABC Matrix) is submitted to the Board of County Commissioners along with the ABC Staff Report and re-appointment.
5. Upon approval of re-appointment and appointment, CWP seats members of the Board.

Board Member Terms, Removals, and Vacancies:

CWP Board members serve renewable three-year terms from the date of appointment. Three-year terms are staggered amongst board members. CWP Board members who no longer hold the position or status that made them eligible for CWP Board membership must resign with written letter or email to the CWP Executive Director or be removed immediately as a representative of that entity. CWP Board members must be removed if any of the following occurs:

- Documented violation of Code of Conduct;
- Documented proof of fraud and/or abuse; and
- Other factors as outlined in the CWP By-Laws

Any vacancy occurring during the terms shall be filled as soon as possible.

Approved:


Peter Lund (Oct 6, 2021 12:58 PDT)

Clackamas Workforce Partnership Board Chair

Date



BOARD OF COUNTY COMMISSIONERS

PUBLIC SERVICES BUILDING

2051 KAEN ROAD | OREGON CITY, OR 97045

June 1, 2023

BCC Agenda Date/Item: 20230601 VI.A.2

Board of County Commissioners:

Approval of a Clackamas Workforce Partnership Certification Request for the Office of Workforce Investments within the Office of the Higher Education Coordinating Commission to comply with the Workforce Innovation and Opportunity Act.

Board Action/Review	This request to certify is required every 2 years. This action would allow for compliance with the Workforce Innovation and Opportunity Act (WIOA) through June 30, 2025.		
Performance Clackamas	Aligns with strategic priority to Grow a Vibrant Economy.		
Counsel Review	No	Procurement Review	No
Contact Person	Christina Fadenrecht	Contact Phone	503-742-5938

EXECUTIVE SUMMARY: Clackamas Workforce Partnership is Clackamas County's local Workforce Development Board. Every two years a certification request is due to the State Office of Workforce Investments within the Office of the Higher Education Coordinating Commission for compliance with the Workforce Innovation and Opportunity Act (WIOA).

CWP's purpose includes representing Clackamas County in Oregon's workforce development system, implementing WIOA and other workforce development programs, and to act as an Oregon public benefit corporation operated for educational and charitable purposes and for the promotion of social welfare in accord with sections 501(c)(3) of the Internal Revenue Code of 1954.

The request for certification also includes the attached documentation reflecting the WDB membership roster and bylaws. There have been no updates to the bylaws since 2019.

RECOMMENDATION: Staff respectfully recommends the Board approve the Request for Certification for compliance of Clackamas Workforce Partnership as the Local Workforce Development Board.

Respectfully submitted,

Christina Fadenrecht
Policy Advisor, Clackamas County Administration



Oregon

Kate Brown, Governor

Higher Education Coordinating Commission

Office of Workforce Investments

3225 25th St SE

Salem, OR 97302

www.oregon.gov/HigherEd

DATE: May 12, 2023

TO: Local Workforce Development Boards

FROM: Julia Steinberger, Director

SUBJECT: Local Board Certification

On behalf of the Governor, the Office of Workforce Investments (OWI) is initiating the process for local workforce development (WDB) board certification. This certification will allow for compliance with requirements that the boards be certified every two years.

Please complete the attached certification request and the attached membership roster. Your chief elected official must sign the certification request.

Please send the following to Sydney.g.king@hecc.oregon.gov by June 12, 2023:

- Certification Request (template attached)
- Membership roster
- A copy of the local WDB bylaws that include:
 - All seven elements required by [29 CFR 679.310\(g\)](#)
 - All required criteria for bylaws as detailed in Oregon's [WIOA Policy 107\(b\) Local Board Membership Criteria](#)

Once the administrative review is complete, we will provide certification documents.

Thank you for your assistance.

**LOCAL WORKFORCE DEVELOPMENT BOARD
CERTIFICATION REQUEST**

[I/We] certify that [I am/we are] authorized to request certification of the **Clackamas Workforce Partnership for Clackamas County, Oregon**. This certification is for the Workforce Innovation and Opportunity Act period ending June 30, 2025.

This request includes documentation demonstrating the Local Workforce Development Board Membership composition.

Submitted on behalf of the Local Elected Official(s) for this Local Workforce Development Area.



5/17/2023

(Signature – Local WDB Executive Director)

(Date)

Bridget Dazey, Executive Director
(Printed Name and Title)



06/01/2023

(Signature – Local Elected Official)

(Date)

Clackamas County Chair Tootie Smith

(Printed Name and Title)

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-or-			
ii. represent businesses, including small businesses, or organizations representing businesses, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area			
(Must be nominated by local business organizations and business trade associations)			
<u>Business or Agency Name</u>	<u>Member Names</u>	<u>Nominated By</u>	<u>Term Expiration Date</u> If Vacant, Date to be Filled
Citizens Bank	David Green	William Gifford, President Oregon City Business Alliance	2/13/2024
SuperGenius Studios	Peter Lund Board Chair	Robert Campbell, Director Small Business Development Center	2/13/2024
Portland General Electric (PGE)	Brooke Brownlee Board Vice Chair	Deane Funk, PGE	12/15/2024
Bob’s Red Mill	Jenny Perrin Board Secretary / Treasurer	Tina Irvine, Express Employment Professionals	4/15/2025
Woodcraft Industries	Tracy Rumpca	Tina Irvine, Express Employment Professionals	6/30/2023
TITAN Freight Systems	Keith Wilson	Bridget Dazey, Clackamas Workforce Partnership	5/17/2025
General Sheet Metal	Gordon Harvey	Joe Harris Local 16 Sheet Metal Worker	6/30/2023
MacDonald Miller	Aeric Estep	Glo Webb IFMA – Oregon & SW WA Chapter	7/15/2024
Dragonberry Produce	Amy Nguyen	Amy Oakley, Clackamas Workforce Partnership	5/17/2025

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Minimum of one representative (Must be nominated by local labor federations or other employee representative group.)			
AFSCME Local 350	Manuel Contreras	Josh Hall, Workforce Liaison, AFL-CIO	5/17/2025
Iron Workers Local 29	Paul Diaz	Josh Hall, Workforce Liaison, AFL-CIO	11/30/2025
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Minimum of one representative, if such a program exists in the area			
Local 16 Sheet Metal Worker	Vanessa Steward	Not Applicable	9/17/2024
(iii) Representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities (Optional category)			
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Todos Juntos	Eric Johnston		3/31/2025
Timberlake Job Corp	Tyson Arnold		2/28/2024

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Joanne Truesdell, Clackamas Community College			
Minimum of one representative			
Clackamas Community College	David Plotkin		6/30/2023
A representative of institutions of higher education providing workforce investment activities (including community colleges)			
Minimum of one representative			
Clackamas Community College	David Plotkin	Joanne Truesdell, Clackamas Community College	6/30/2023
Representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment (Optional category)			
North Clackamas School District	Shay James	Larry Didway, Superintendent Clackamas Education Service District	8/2/2025

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Representative from the State employment service office under the Wagner-Peyser Act serving the local area (Required)			
Oregon Employment Department	Tom Previs	Not applicable	9/15/2025
Representative of the programs carried out under title I of the Rehabilitation Act of 1973 serving the local area [other than section 112 or part C of that title] (Required)			
DHS Vocational Rehabilitation	Doug Franklin	Not applicable	3/31/2025
Representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance (Optional)			
DHS Self Sufficiency	Seth Lyon	Not Applicable	6/30/2023
Representatives of philanthropic organizations serving the local area (Optional)			
<i>Other</i>		Not applicable	

WORKFORCE INVESTMENT COUNCIL OF CLACKAMAS COUNTY, INC.

An Oregon Public Benefit Corporation

BYLAWS

ARTICLE I.

Section 1: The Workforce Investment Council of Clackamas County, Inc. is an Oregon nonprofit corporation which does business as “Clackamas Workforce Partnership” (CWP). Hereinafter, Workforce Investment Council of Clackamas County, Inc. shall be referred to as “CWP.”

Section 2: CWP was organized under Chapter 65 of the Oregon Revised Statutes, and was approved by Clackamas County Board of County Commissioners, (CCBCC).

Section 3: CWP is established to implement workforce development programs including the Workforce Innovation and Opportunity Act, hereinafter referred to as WIOA, to represent Clackamas County in Oregon's workforce development system, and to act as a public benefit corporation operated in Oregon for educational and charitable purposes and for the promotion of social welfare in accord with sections 501(c)(3) of the Internal Revenue Code of 1954.

Nominations and appointments to the CWP Board of Directors shall be made in accordance with WIOA Section 107 and any additional State of Oregon or CCBCC requirements,

CWP shall ensure that its board members actively participate in convening the workforce development system's stakeholders, brokering relationships with a diverse range of employers and leveraging support for workforce development activities.

Section 4: The primary area to be served by CWP shall be Clackamas County, Oregon.

Section 5: The official office location and mailing address shall reside within Clackamas County.

ARTICLE II.

Purpose

CWP's purpose shall include representing Clackamas County in Oregon's workforce development system, implementing WIOA and other workforce development programs, and to act as an Oregon public benefit corporation operated for educational and charitable purposes and for the promotion of social welfare in accord with sections 501(c)(3) of the Internal Revenue Code of 1954.

Subject to the foregoing purposes and the requirements of Code Section 501(c)(3), CWP shall have and may exercise all the rights and powers of a nonprofit corporation under the Oregon Nonprofit Corporation Act.

ARTICLE III.

CWP Membership

The CWP shall have no members or stockholders.

ARTICLE IV.

Board of Directors

- Section 1:** The affairs of the corporation shall be managed by its Board of Directors, which is the Clackamas County Workforce Development Board appointed in accordance with Article 1, Section 3 of these bylaws.
- Section 2:** CWP Board of Directors shall serve at the pleasure of the Clackamas County Board of County Commissioners. CWP Board of Directors are expected to attend all regularly scheduled meetings and shall not delegate their vote to any other individual. Any member who does not attend at least half of the regularly scheduled meetings during any fiscal year may forfeit the office upon review of the CWP Board of Directors. Any member of the Board of Directors may be suspended or expelled from membership on the Board of Directors upon affirmative vote of two-thirds (2/3) of the membership as a recommendation to the CCBC. If a Director's employment status changes in his/her elected term, a written notification must be sent to the Board of Directors within 30 days of said change. The Director, under approval of the Board of Directors, has 90 days to requalify for a CWP Board position. Failure to requalify will result in removal from the CWP's Board of Directors. Nothing in these bylaws is intended to preclude the possibility of interested members being considered for reappointment after expiration of a term.
- Section 3:** Members of the Board of Directors shall be appointed for a three-year term, with a maximum of three, consecutive terms with the intention that approximately one-third of the members terms expire each year.
- Section 4:** To the extent reasonably possible, the membership of the Board shall conform to the requirements of the federal Workforce Innovation and Opportunity Act of 2014 and shall reflect the diversity of the regional workforce.
- Section 5:** The Board of Directors shall have the power to create both standing and ad-hoc committees, advisory groups, and task forces, the members and chairs of which shall be appointed by the Chair of the Board. The Committee Chairs shall be private-sector members of the Board and may have a co-chair from the public sector.
- Section 6:** If a board member resigns mid-term, a new member will be appointed by the CCBC.
- Section 7:** In order to provide historical perspective, at the expiration of term limits, a retiring Board member may choose to continue service to the Board as a "Legacy Member", with approval by the Chair of the Board. Legacy Members may serve on committees, may vote at committee meetings, but would not be eligible to vote at Board of Director or Executive Committee meetings.
- Section 8:** After the expiration of the three-consecutive-term limit, retired Board members may choose to reapply for an appointment to the Board after a 12 month break in service.

ARTICLE V.

Officers

- Section 1:** The CWP Board of Directors shall elect officers at the annual board meeting. The annual meeting is the first full Board meeting after the start of the program year.
- Section 2:** Officers of the Board of Directors of the corporation shall consist of a Chair, Vice Chair, Secretary, and Treasurer. The officers shall be representatives of the private sector. Such other officers as may be deemed necessary by the Board of Directors may be appointed from time to time.
- Section 3:** The elected officers and the immediate Past Chair of the Board of Directors, at least four (4) members of the Board, shall constitute the Executive Committee of the Board of Directors.
- The Board of Directors may delegate to the Executive Committee or to the Chair alone such duties and responsibilities as may be deemed necessary from time to time to carry out CWP activities. The activities and decisions of the Executive Committee shall be regularly reported to the Board of Directors by the Chair, and the minutes of all Executive Committee meetings shall be provided to the Board.
- The Board has the power to fill officer vacancies at any regular meetings and individuals so selected will serve until the annual meeting.
- Section 4:** The Chair is the Chief Executive Officer of the corporation and shall generally control and supervise all of the business and affairs of CWP. The duties of the Chair shall be to preside at all meetings of the corporation, to appoint committees and their chairpersons as needed, and to generally perform all duties incident to the office of Chair.
- Section 5:** The duties of the Vice Chair shall be to perform the duties of the Chair in the absence of the Chair, and to perform such other duties and responsibilities as are set by the Board of Directors, or the Chair.
- Section 6:** The Secretary of the corporation shall be responsible for the maintenance of CWP records, to review all minutes of the meetings, and to perform such other duties assigned by the Board of Directors, or the Chair.
- Section 7:** The duties of the Treasurer shall be established by the Board of Directors, or the Chair, and shall generally include governance of all funds held in the name of and managed by CWP, and reporting on the financial status of the corporation and the budget status of programs and services. Reporting will occur to the Board of Directors through the Executive Committee at full Board meetings.
- Section 8:** Documents to be signed by the corporation are binding when signed by a signatory authorized by board resolution.

ARTICLE VI.

Meeting Procedure, Voting Rights, and Quorum

Section 1: Meeting Procedures:

- A. The corporation shall hold regular meetings as necessary, but no less than four (4) per program year, to conduct business at a time and place determined by the Chair.
- B. Notice of all meetings of the corporation shall be given at least seven (7) days previous thereto by communication mailed by first class mail, sent electronically, or delivered personally to each member.
- C. The corporation's committees shall meet at the call of the Chair or the chair of such committee.
- D. Minutes shall be kept of all meetings required by Public Meeting Law and shall be available at the offices of the Corporation for anyone who requests to see them.

Minutes of meetings of the Board of Directors and Executive Committee shall be reviewed and approved at the subsequent meeting of the corporation's Board of Directors or Executive Committee. Minutes of committee meetings shall be approved by the Chair or Acting Chair of the committee and mailed or e-mailed to the Board Members and interested persons as appropriate or as may be requested.

- E. Special meetings of the corporation may be called at any time by the Chair or by a petition signed by not less than 25% of the members of the Board of Directors, setting forth therein the reason for calling such meeting.
- F. The public shall be informed of meetings as prescribed by law. Board and/or committee meetings may be closed to the public and declared in executive session in accordance with Oregon's public meetings law when topics involving personnel or other exempt subjects are to be discussed.
- G. Participation in meetings may be by telephone, video conference, or any means of communication by which all participants may simultaneously hear each other, provided the notice of such a meeting shall state that the person may participate in such a fashion and describe how any person may notify the appropriate individual of the person's desire to be included in the meeting. A person participating in such a meeting is deemed to be present in person at such meeting. No proxies or alternates may vote at CWP meetings.

Section 2: Voting rights:

- A. The Chair will be entitled to a vote on all issues.
- B. Each member of the Board of Directors may cast one vote on any question.
- C. When an issue presents either an actual or a potential conflict of interest (as defined by Federal or State regulation or by CWP's Code of Conduct) for a member of the Board of Directors, said member shall disclose the conflict of interest, and shall abstain from discussions and voting on said issue. Such disclosure and abstention shall be noted in the minutes, and shall be in accordance with ORS 244.120, as revised from time to time.

- D. Members of the Board of Directors shall act with his/her legal duties of care and loyalty and with the ethical standards and willingness to disclose any wrongful acts in accordance with the whistleblowing policy adopted by the Board of Directors.

Section 3: Quorum:

A quorum is defined as:

- A simple majority of 51%, excluding vacancies, and
- Of those members in attendance, no fewer than 25% are business representatives.

Board meetings may be held in which one or more or all members participating in the meeting are not present in person, but can communicate by electronic communication. Electronic participation in such meeting shall constitute presence in person at the meeting.

ARTICLE VII.

General Provisions

Section 1: When parliamentary procedures are not covered by these Bylaws, Robert's Rules of Order Revised, shall prevail.

Section 2: Meetings of the corporation or any of its committees shall be open to the public. The corporation and its committees shall operate within the applicable State and Federal laws.

Section 3: Participation in meetings shall be limited to members of the Board of Directors with the following exceptions:

- A. Regularly scheduled agenda items that call for reports or participation by non-members;
- B. At the discretion of the Chair, comment or other participation by non-members which is relevant or material to the matter under consideration before the group. All CWP meetings shall allow opportunity for public comment.
- C. The attorney or the accountant for the corporation.

Section 4: Nothing in these Bylaws shall be construed to take precedence over Federal, State or local laws.

Section 5: The Chair of the corporation and staff shall be responsible for preparing and distributing the agenda and minutes of meetings. Items not included in the agenda may be submitted to the corporate staff until 5:00 p.m. on the day before a meeting is scheduled so as to be included in a supplemental agenda packet to be distributed at the meeting.

Section 6: The accounting year for the corporation shall be July 1 through June 30.

ARTICLE VIII.

Indemnification

- Section 1:** Indemnification of Directors. Unless otherwise provided in the articles of incorporation, the corporation shall indemnify any individual made a party to a proceeding because the individual is or was a director of the corporation, against liability incurred in the proceeding, but only if the corporation has authorized the payment in accordance with ORS 65.404 and a determination has been made in accordance with the procedures set forth in ORS 65.404 that the director met the standards of conduct in Sections 1.1-1.2.
- 1.1 Standard of Conduct. The individual shall demonstrate that:
- (1) The individual conducted himself or herself in good faith; and
 - (2) The individual reasonably believed that the individual's conduct was in the best interests of the corporation, or at least not opposed to its best interests; and
 - (3) In the case of any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.
- 1.2 No Indemnification Permitted in Certain Circumstances. The corporation shall not indemnify a director under this Section 1:
- (1) In connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or
 - (2) In connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by the director.
- 1.3 Mandatory Indemnification. In addition, unless limited by the articles of incorporation, the corporation shall indemnify a director who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director was a party because of being a director of the corporation against reasonable expenses incurred by the director in connection with the proceeding.
- Section 2:** Advance for Expenses of Directors. Unless otherwise provided in the articles of incorporation, the corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding, if:
- (1) The director furnishes the corporation a written affirmation of the director's good faith belief that the director has met the standard of conduct described in Section 1;
 - (2) The director furnishes the corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct described in Section 1 (which undertaking must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment); and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under Section 1 or ORS 65.387-65.414.

Section 3: Indemnification of Officers, Agents, and Employees Who Are Not Directors. Unless otherwise provided in the articles of incorporation, the board of directors may indemnify and advance expenses to any officer, employee, or agent of the corporation, who is not a director of the corporation, to any extent consistent with public policy, as determined by the general or specific action of the board of directors.

Section 4: The Board of Directors have the power to purchase and maintain such fidelity and bond insurance on such officers, directors, staff and on behalf of others to the extent that power to do so has been or may be granted by statute and give other indemnification to the extent not prohibited by statute. Other business and liability insurance as may be deemed prudent may be acquired by the corporation, it being understood that the Oregon Department of Justice has issued an opinion stating that Local Workforce Development Boards are, as the case may be, either an agent of the state, an agent of local government, or an instrumentality of local government and within the protections of the Oregon Tort Claims Act. Under that Act, any action taken within the scope of a volunteer board member's duties which results in a tort claim may be taken only against the public body -- not the individual. If the public body is found liable, the amount of damage payable is limited by statute.

ARTICLE IV.

Staff, Agents, Consultant, and Professional Services

Section 1: The corporation may employ staff necessary to carry out the functions and purposes of the corporation. The corporation may appoint an administrator, coordinator, or executive director to be responsible for the selection, general management and supervision of all staff within the confines of the budget as approved by the Board of Directors. That person shall act for the Chair, as delegated, in the day-to-day operation of the corporation.

Section 2: Persons or firms other than officers or directors of the corporation may, from time to time, be engaged or employed to assist the corporation in carrying out its programs and purposes. Any such employment must be by action of the Board of Directors upon terms and conditions, such as appearance at monthly Board meetings to give progress reports, and including payment for services set forth by the Board of Directors.

ARTICLE X.

Contracts, Loans, Checks, Deposits

Section 1: The Board of Directors may authorize an officer or agent to enter into any contract, or execute or deliver any instrument, except instruments or documents relating to loans, in

the name of and in behalf of the corporation. Such authority may be general or limited to specific instances.

Section 2: No loans shall be contracted on behalf of the corporation, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors and signed by the Chair and Secretary of the corporation. Such authority may be general or limited to specific instances.

Section 3: All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer, the Administrator, Coordinator, or Executive Director of the corporation, or designated agent, and in such a manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4: The corporation is specifically authorized to establish checking and savings accounts necessary to the transaction of corporate business. All funds of the corporation not otherwise employed shall be deposited from time to time in the name of the corporation in such banks, trust companies or other depositories as the Board of Directors may designate.

ARTICLE XII.

Amendments to Bylaws


These bylaws may be amended or repealed by an affirmative vote of the majority of the current membership of the Board of Directors.

The membership shall be provided notice of the meeting at least seven (7) days in advance. The notice shall specify or summarize the bylaws changes, amendments or repeals to be made at such meeting.

The executive committee shall make the determination regarding "specify" or "summarize" for purposes of notification.

Bylaws are subject to review and approval by the CCBCC.

CLACKAMAS WORKFORCE PARTNERSHIP
BYLAWS



(Signature – Local Elected Official)

5-21-18

(Date)

Martha Schrader, Commissioner

(Printed Name and Title)



(Signature – Board Chair)

6.6.2019

(Date)

Tina Irvine

(Printed Name and Title)



(Signature – Executive Director)

5-22-19

(Date)

Bridget Doney

(Printed Name and Title)

Signature Page

Workforce Innovation and Opportunity Act (WIOA) Title I Partners' Statement of Agreement for the Local Workforce Development Area known as

Clackamas Workforce Partnership

Partners' Statement of Agreement

We, the undersigned, do hereby approve and submit this local plan representing the following programs and partners:

- WIOA Title I
- WIOA Title II (Adult Education and Family Literacy Act)
- Oregon Employment Department
 - WIOA Title III (Wagner-Peyser)
 - Migrant and Seasonal Farmworkers
 - Unemployment Insurance
 - Veterans
 - Trade Adjustment Assistance
- Community Colleges
- Economic Development Organization(s)
- Carl Perkins (Post-secondary)
- Department of Human Services
 - Temporary Assistance for Needy Families
 - Supplemental Nutrition Assistance Program - Employment and Training
- WIOA Title IV (Vocational Rehabilitation)
- Job Corps
- Please list additional partners (Community-Based Organizations, Faith-Based Entities, etc.)

The length of this Plan will be July 1, 2024 through June 30, 2028.

We agree with the contents of this plan.

Submitted on behalf of the partners for this Local Workforce Development Area.

Stephanie C. Murphy

[StephanieC.Murphy \(Mar 13, 2024 11:28 PDT\)](#)

(Signature) (Date)

Stephanie Murphy, Director of Adult Education - Clackamas Community College

(Name and Title)

J. P. Farrer

[Jim Pfarrer \(Mar 8, 2024 13:46 PST\)](#)

(Signature) (Date)

Jim Pfarrer Director for Workforce Operations OED

(Name and Title)

David Plotkin

[DavidPlotkin \(Mar 18, 2024 09:21 PDT\)](#)

(Signature) (Date)

David Plotkin, VP for Instruction and Student Services

(Name and Title)

Laura Edmonds

[Laura Edmonds \(Mar 11, 2024 08:37 PDT\)](#)

(Signature) (Date)

Laura Edmonds, Manager 03/11/24

(Name and Title)

Larry Didway

[Larry Didway \(Mar 8, 2024 13:54 PST\)](#)

(Signature) (Date)

Larry Didway, Superintendent, CESD

(Name and Title)

Cara Hash

[Cara Hash \(Mar 13, 2024 10:53 PDT\)](#)

(Signature) (Date)

Cara Hash - Regional Director ODHS

(Name and Title)



(Signature) (Date)

Mark Foster-VR Branch Manager

(Name and Title)

Josie Majuri

[Josie Majuri \(Mar 12, 2024 14:51 PDT\)](#)

(Signature) (Date)

Josie Majuri Workforce Manager

(Name and Title)

Tyson Arnold

[Tyson Arnold \(Mar 8, 2024 18:53 PST\)](#)

(Signature) (Date)

This signature does not obligate the Government monetarily, materially or otherwise. Tyson Arnold Center Director

(Name and Title)

Neal Hatley

[Neal Hatley \(Mar 18, 2024 11:27 PDT\)](#)

(Signature) (Date)

Neal Hatley Director of Workforce Development (AntFarm)

(Name and Title)

WIOA TITLE I

ASSURANCES

AND

DISCLOSURE OF LOBBYING ACTIVITIES

FEDERAL GRANT ASSURANCES

Each Grantee should carefully read and review the Workforce Innovation and Opportunity Act (WIOA) Statute and Regulations related to this Assurances form. For purposes of this Grant Contract, “Contract” shall mean “Grant Contract” and “Contractor” shall mean “Grantee.”

The Contractor identified below, through its duly authorized representative, hereby assures and certifies that throughout the period of the grant /contract award and at all times while this Contract is in effect, it will comply with (as they may be amended from time to time), all applicable federal, state and local laws, regulations, ordinances, executive orders, administrative rules and directives, including without limitation: Title I of the Workforce Innovation and Opportunity Act of 2014 (PL 113-128 29 USC Sec 3101 et seq) and corresponding WIOA Regulations, OMB 2 CFR Part 200 - Super Circular; A-87 and A-133; all regulations and administrative rules established pursuant to the foregoing, all applicable Oregon Revised Statutes; and all applicable Oregon Administrative Rules.

Without limitation, Contractor assures and certifies that it:

1. Has the legal authority to apply for and receive funds, including federal and state funds, under the grants and programs covered by this Contract, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the projects, grants and programs covered by this Contract.
2. Will, with respect to Federal funds received by Contractor under this Contract, comply with the cost principles determined in accordance with the provisions of OMB 2 CFR Part 200 - Super Circular Circular; A-87, “Cost Principles for State, Local and Indian Tribal Governments,” or A-21, “Cost Principles for Educational Institutions” or A-122, “Cost Principles for Non-Profit Organizations” as applicable based on the status/type of the entity receiving the Contract, and the cost related provisions of the corresponding regulations found in 29 CFR Part 97, 29 CFR Part 95 or 48 CFR Part 31.
3. Will maintain and permit the Higher Education Coordinating Commission, the office of Community Colleges and Workforce Development, the Oregon Secretary of State’s Audit Division, the Oregon Department of Justice, the Federal Department of Labor, Employment and Training Administration through any authorized representative, access to and the right to examine and audit all records, books, papers or documents related to the awards or programs, to satisfy audit and program evaluation purposes and for all other lawful purposes; will establish a proper accounting system in accordance with generally accepted accounting

standards and directives of the Federal awarding agencies; and will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

4. Will not permit any person or entity to receive grant or program funds if the person or entity is listed on the non-procurement portion of the General Service Administration's list of parties excluded from federal procurement or non-procurement programs in accordance with Executive Order No. 12,549 and Executive Order No. 12,689 of the President of the United States.

5. Will comply with the following:

A. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. The lobbying provisions of 34 CFR Part 82.

Contractor certifies, by signing this agreement to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

C. Contractor shall require certification of the foregoing from all recipients of grant or program funds by including it in and requiring that it be included in all contracts pursuant to which grant or program funds are paid.

6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

7. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding Agency.

8. Will comply with all federal, state and local laws, regulations, executive orders, ordinances, administrative rules and directives relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the

Education Amendments of 1972, as amended (20 U. S. C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. §§6101-6107), which prohibits discrimination on the basis of age; (e) The Americans with Disabilities Act of 1990 (42 U.S.C §§12131 et seq.), which protects qualified persons with disabilities from discrimination in employment opportunities and imposes requirements for construction, remodeling, maintenance and operation of structures and facilities; (f) Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Innovation and Opportunity Act of 2014 (29 CFR Part 37 and Section 188); (g) ORS Chapter 659, as amended; (h) current and or revised Methods of Administration of the State of Oregon; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, (j) the requirements of any other nondiscrimination laws, regulations, executive orders or ordinances which may apply to the Applicant, Contractor, award, or programs.

9. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds, unless exempt by the Hatch Act exclusion for individuals employed by an educational or research institution, establishment, agency, or system which is supported in whole or in part by a state or political subdivision thereof, or by a recognized religious, philanthropic, or cultural organization, as provided in 5 U.S.C. §1501(4) (B).

10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub agreements.

11. Will comply with the applicable requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPPA) (42 U.S.C. §§1320d et seq.) and the implementing regulations, 45 CFR 160, which relate to health information privacy and security and the transmission of such information

12. Will comply with the following additional requirements in accordance with WIOA:

- A. All proposals, evaluations, periodic program plans, and reports relating to each program will be available for public inspection.
- B. No grant funds will be used for the acquisition of real property or for construction unless specifically permitted by the authorizing statute or implementing regulations for the program.
- C. No grant funds will be used in violation of the prohibitions against use of such funds for religious worship, instruction, or proselytization.
- D. Contractor will cooperate in any evaluation of the program by the Secretary of the United States Department of Labor.
- E. Contractor will use fiscal control and accounting procedures that ensure proper disbursement of and accounting for federal funds.
- F. Contractor will obligate funds in accordance with the timing and other requirements of 29 CFR Part 97.21 or 29 CFR 95.22.

- G. Contractor will furnish reports that the Agency requests or that may reasonably be necessary for the Agency to carry out its responsibilities under the program, and will furnish all annual and other reports required by applicable laws and regulations.
- H. Contractor will keep records that fully show: (1) the amount of funds; (2) how the funds are used; (3) the total cost of the project; (4) the share of that cost provided from other sources; and (5) other records to facilitate an effective audit.
- I. Contractor will keep records to show its compliance with program requirements.
- J. Records will be retained for three years after completion of the projects and work covered by this Contract and access will be provided as deemed necessary by the Higher Education Coordinating Commission, the office of Community Colleges and Workforce Development, and/or the United States Department of Labor. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit finding involving the records have been resolved and final action taken.
- K. Contractor will comply with the protection of the rights and privacy of parents and students in accordance with the Family Educational Rights and Privacy Act of 1974, (20 U.S.C. §1232g).
- L. None of the funds will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

14. Will comply with all applicable requirements of all of the foregoing and all other federal, state and local laws, regulations, ordinances, executive orders, administrative rules and directives applicable to the grants, awards, programs and work covered by this Contract

15. Debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions: As required by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, Section 26.510, Participants Responsibilities, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold, unless the subtier recipient will have a critical influence on or substantive control over the award), as defined at 15 CFR Part 26, Sections 26.105 and 26.110:

- A. The prospective lower tier participant certifies, by submission of these assurances, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

16. The Contractor also agrees by signing this Contract that he or she shall require that the language of these assurances be included in all sub agreements, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

Signature Page

**Workforce Innovation and Opportunity Act (WIOA)
Title I Statement of Concurrence for the
Local Workforce Development Area known as**

Statement of Concurrence

We, the undersigned, do hereby approve and submit this Local Plan for the Workforce Innovation and Opportunity Act Title I Youth, Adult, and Dislocated Worker Programs.
_____ will be the sub recipient under this Plan.

_____ will be the Administrative Entity under this Plan.

The length of this Plan will be July 1, 2024 through June 30, 2028.

We assure that all activities entered into by the sub recipient and/or administrative entity with funds provided under this Plan will be subject to the attached assurances and confined to the described activities.

Submitted on behalf of the Local Workforce Development Board and Chief Elected Officials for this Local Workforce Development Area: _____.

(Signature- Chief Local Elected Official)

(Date)

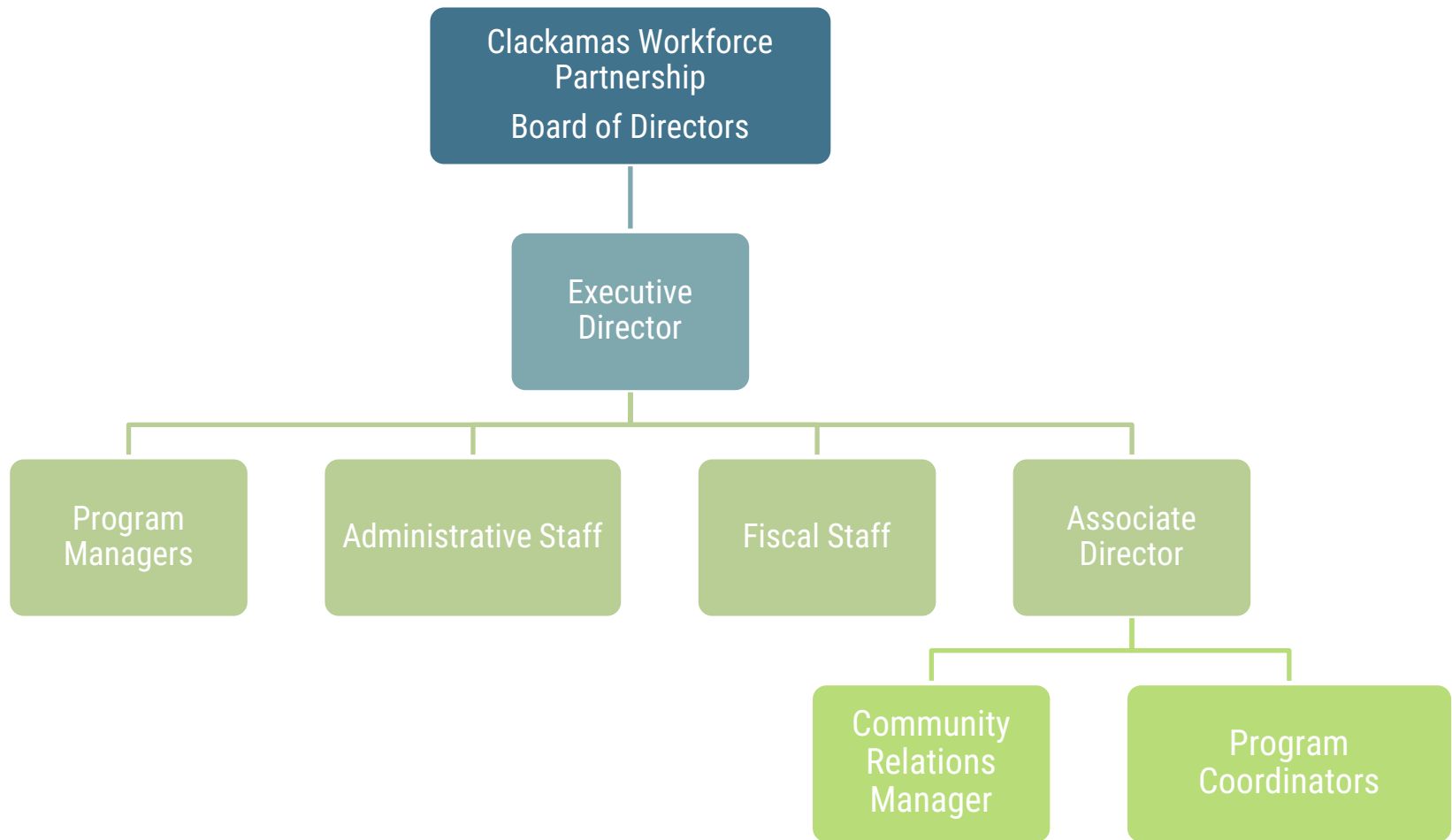
(Name and Title)

(Signature- Workforce Development Board Chair) (Date)

(Name and Title)



Organizational Chart



Memorandum of Understanding

This document services as a Memorandum of Understanding (MOU) between:

Goodwill Industries of the Columbia-Willamette (herein referred to as Goodwill)

1943 SE 6th Ave

Portland, OR 97214

Clackamas Workforce Partnership (herein referred to as CWP)

365 Warner Milne Road (Suite 202)

Oregon City, Oregon 07045

Oregon Employment Department (herein referred to as OED)

506 High Street

Oregon City, Oregon 97045

Relationship Overview

Goodwill and CWP have established a collaboration to offer in-person skills development workshops to eligible participants. This relationship will promote collaboration between service providers operating within Clackamas County and will provide learning opportunities to local residents.

Location: Workshops will take place in a conference room at WorkSource Clackamas (WSC), located at 506 High Street in Oregon City, Oregon (97045).

Dates and Duration: Dates and duration for specific workshops or workshop series are outlined on workshop planning forms, included as an addendum to this MOU. Each workshop will have a complete planning form, outlining all relevant information pertaining to that workshop or workshop series.

Changes to workshop catalogue: Workshop offerings may change, and new workshops may be added without amending this MOU. Changes may be made to the workshop format, frequency, and duration, etc. without amending this MOU. All changes and/or the addition of new workshops must be reflected in workshop planning forms, and made in agreement between all relevant parties included in this MOU.

Agreements

In accordance with the terms of this agreement, All Parties agree to the following:

- Maintain professional liability insurance.
- Maintain confidentiality regarding participant information
- Respond to all communication in a timely manner
- No funding will be exchanged.
- Communicate changes in program schedule, staff absences, access to facility, closure days, etc.
- Share relevant information related to programs, participants, events, resources, etc.
- Participate in quarterly check-in meetings for planning purposes

- Maintain a clean and clutter free environment for program activities

In accordance with the terms of this agreement, Goodwill will endeavor to provide and/or ensure:

- Programming for adults, including all needed supplies and materials.
- Ensure class participants comply with WSC drug, alcohol, and firearm policies
- Conduct workshops on a regularly occurring day and time, as outlined in the addendums
- Clean up workshop space after workshops.
- Background checks for staff and volunteers working with youth.
- Attend one WSC Stand-Up meeting each week for duration of the program
- Obtain and share basic information with WSC staff on consenting program participants
- Provide opportunities for WSC representatives to share information with workshop participants
- Share information and make referrals for workshop participants interested in other WSC services
- Share information on WSC-related events, activities, resources, etc. with distribution networks
- Communicate with WSC staff regarding any changes in schedule, staffing changes, absences, etc. through a designated point of contact (see addendums for each workshop).

In accordance with the terms of this agreement, CWP will provide the following:

- Reserve exclusive use of computer lab or classroom space for Goodwill workshops
- Designate an on-site OED staff member to support Goodwill staff
- Identify OED staff to communicate with Goodwill staff regarding closures/emergencies
- Access to kitchen and kitchen materials for food storage and preparation purposes.
- Access to common use technology/resources for instruction/delivery of services
- Assist in access to internet connectivity
- Promote opportunities and refer WSC customers into Goodwill workshops
- Share relevant information and opportunities with Goodwill staff
- Provide Goodwill staff opportunities to participate in daily stand-up meetings
- Provide tour of the WSC facility and overview of programs and co-located partners
- Provide designated workspace within the WorkSource Center to Goodwill staff for their exclusive use during specific days and times
- Provide tour of the WSC facility and overview of programs and co-located partners
- Assist in room reservations, access to technology, and general communications
- Access to kitchen and kitchen materials for food storage and preparation purposes.
- Access to common use technology for instruction/delivery of services
- Communicate opportunities for enrollment in Goodwill workshops to partner agencies
- Assist in establishing partnerships between Goodwill and private/public/nonprofit partners
- Promote events, activities, and objectives of Goodwill Industries, as able and appropriate
- Assist in client referrals and staff-to-staff communications across agencies
- Continuously pursue opportunities for expanded or strengthened partnerships
- Share relevant information with Goodwill staff related to WorkSource Clackamas and CWP

As needed, representatives from OED and Goodwill may contact CWP for assistance:

Brent Balog

Email: brent.balog@clackamasworkforce.org

Phone: 503-953-4288

This agreement will remain valid from October 1st, 2023 to August 31th, 2024. Termination of this contract or modification of this contract may take place at the request of any parties with advanced written notice of 10 business days. An effort will be made to provide notice of termination or modification 30 days in advance of proposed changes to the agreement.

Goodwill Industries of the Columbia Willamette



Signature

11/29/2023
Date

Helen Yu

Printed Name

General Counsel

Title

Clackamas Workforce Partnership



Signature

12/1/2023

Date

Bridget Dazey

Printed Name

Executive Director

Title

Memorandum of Understanding

This document services as a Memorandum of Understanding (MOU) between:

Clackamas County Social Services (herein referred to as Clackamas County)

2051 Kaen Road
Oregon City, OR 97045

Clackamas Workforce Partnership (herein referred to as CWP)

365 Warner Milne Road (Suite 202)
Oregon City, Oregon 07045

Partnership Overview

Clackamas County and CWP have established a partnership to offer in-person *Rent Well* classes to eligible participants. This partnership between CWP and Clackamas County will serve to enhance offerings for families and adults in the community and will promote collaboration between service providers operating within Clackamas County.

Location: *Rent Well* classes will take place in a conference room at WorkSource Clackamas (WSC), located at 506 High Street in Oregon City, Oregon (97045).

Dates and Duration: There are six core *Rent Well* classes, which are three hours in length and offered once a week. Classes will operate for six weeks (or until the conclusion of the workshop series) and are estimated to begin in October 2023 and conclude in November 2023. This timeline allows for any adjustments due to instructor illness, facility closures, public emergencies, or other unplanned events.

Rent Well workshops will take place each Tuesday (11:00AM – 2:00PM) beginning October 10th, 2023. Class space will be reserved for exclusive use by *Rent Well* from 10:00 am to 3:00 pm on class days to allow time for set up, clean up, and client meetings.

Participation: *Rent Well* has specific participation requirements, and eligibility will be determined by *Rent Well* representatives from Clackamas County. CWP and partner agencies operating as part of WorkSource Clackamas (WSC) are encouraged to refer individuals to Clackamas County staff for eligibility screenings and program enrollment.

Agreements

In accordance with the terms of this partnership, Both Parties agree to:

- Maintain professional liability insurance.
- Respond to all communication within 3 business days.
- No funding will be exchanged in this partnership.
- Communicate changes in program schedule, staff absences, access to facility, closure days, and similar circumstances in a timely manner
- Seek opportunities for program continuation based on the ability of all parties
- Participate in monthly planning / check in meetings prior to and during program
- Maintain a clean and clutter free environment for program activities

In accordance with the terms of this partnership, Clackamas County will provide:

- Programming for adults, including all needed supplies and materials.
- A meal for class participants.
- Inform class participants that the WSC facility does not permit alcohol, drugs, or firearms on-site
- Conduct workshops on a regularly occurring day and time (outlined above)
- Clean up workshop space and kitchen and dispose of all waste after workshops.
- Background checks for staff and volunteers working with youth.
- Share Rent Well program information with other WorkSource Clackamas-based providers
- As able, attend WSC morning Stand Up meetings to share information on Rent Well
- Assist interested Rent Well participants in completing an ROI (consenting to personal information sharing between Rent Well and WSC for service coordination purposes).
- Share aggregate depersonalized class data with WSC including:
 - o Number of participants enrolled
 - o Number of enrolled participants referred by WSC
 - o Number of enrolled participants completing / receiving a graduation certificate
- Invite CWP or WSC to share information on WSC resources with Rent Well participants
- Communicate with WSC staff regarding any changes through a designated point of contact

Rent Well Instructors:

Kayla Wilson – Primary point of contact

Email: kwilson@clackamas.us

Phone: (971) 940-4609

Edith Balbuena Solis – Secondary point of contact

Email: ebalbuenasolis@clackamas.us

Phone: (971) 221-7967

In accordance with the terms of this partnership, CWP will provide the following:

- Reserve exclusive use of class space for Rent Well instructors on designated days
- Designate an on-site WSC staff member to support needs of Rent Well staff.
- Access to kitchen and kitchen materials for food storage and preparation purposes.
- Access to common use technology for instruction/delivery of services
- Communicate opportunities for enrollment in Rent Well workshops to partners
- Share relevant information and opportunities with Clackamas County staff
- Identify a WSC representative to communicate with Clackamas County staff
- Provide Rent Well staff with information regarding WSC building use / policies, including drug, alcohol, and firearm policies; emergency response / building evacuation procedures

WorkSource Clackamas Representatives (Oregon Employment Department):

Wendi Chrisman Wendi.S.CHRISMAN@employ.oregon.gov **971-673-6482**

Javier Sabah Javier.SABAH@employ.oregon.gov **971-673-6410**

Tom Previs Tom.A.PREVIS@employ.oregon.gov **503-910-0724**

As needed, program staff may contact CWP for communication assistance or other support:

Brent Balog, Senior Program Manager
Email: brent.balog@clackamasworkforce.org

Phone: 503-953-4288

Bryan Fuentes, Associate Director
Email: bryan.fuentes@clackamasworkforce.org

Phone: 971-267-4069

This agreement will remain valid from October 1st, 2023, until November 30th, 2023. Termination of this contract or modification of this contract may take place at the request of one or both parties with an advanced notice of 10 business days. A goodwill effort will be made to provide notice of termination or modification 30 days in advance of proposed changes to the agreement.

Clackamas County

Brenda Durbin
Printed Name

Social Services Director
Title

brendadur@clackamas.us
Email

503 655-8641
Phone



Sept. 15, 2023

Signature

Date


Clackamas Workforce Partnership

Bridget Dazey
Printed Name

Executive Director
Title

bridget.dazey@clackamasworkforce.org
Email

503.657.6644
Phone



10/4/2023
Date



Contract Agreement 23-24-01

CONTRACT AGREEMENT FOR WORKFORCE DEVELOPMENT SERVICES

The parties to this Agreement are Clackamas Workforce Partnership, hereinafter referred to as "CWP" or "GRANTOR," and **Clackamas Community College**, hereinafter referred to as the "CONTRACTOR." In this Agreement, either the CONTRACTOR or Clackamas Workforce Partnership may also be referred to individually as a "party" or jointly as the "parties", and the Contract Agreement as "Agreement" or "Contract."

Name and Address of Parties									
GRANTOR Clackamas Workforce Partnership 365 Warner Milne Rd Ste 202 Oregon City OR 97045-4073 Federal Tax ID: 93-1246270 UEI:GVT5MRAUZNB2	CONTRACTOR Clackamas Community College 19600 Molalla Avenue Oregon City, Oregon 97045 Federal Tax ID: 93-0555710 UEI: FC8AMK6KJ353 Subrecipient Agreement (when checked) This Agreement is not for Research and Development.								
Contact Information									
For Clackamas Workforce Partnership Program Contact: Jan Filgas Phone: 503-657-6644 Email:jan.filgas@clackamasworkforce.org Fiscal Contact: Laura Kropf Email: laura.kropf@clackamasworkforce.org	For CONTRACTOR Program Contact: Gabby Sloss Phone: 503-594-6415 Email gabby.sloss@clackamas.edu Fiscal Contact: Sheila Black & Tiffany Thrift Email: sheilab@clackamas.edu; tiffany.thrift@clackamas.edu								
Purpose CONTRACTOR will provide workforce development services to eligible participants as described within the exhibits of this contract and in line with Clackamas Workforce Partnership' policies and procedures.									
Maximum Amount Payable \$1,024,800.00	Contract Term July 1, 2023 – June 30, 2024								
Exhibits									
This contract consists of this signature page and the following Exhibits, which constitute the entire understanding of the parties. <table style="margin-left: 40px; border: none;"> <tr> <td style="padding-right: 20px;">Exhibit A:</td> <td>Terms & Conditions and Insurance Requirements</td> </tr> <tr> <td>Exhibit B:</td> <td>Data Sharing & Privacy Agreement</td> </tr> <tr> <td>Exhibit C:</td> <td>Budget</td> </tr> <tr> <td>Exhibit D:</td> <td>Statement of Work</td> </tr> </table>		Exhibit A:	Terms & Conditions and Insurance Requirements	Exhibit B:	Data Sharing & Privacy Agreement	Exhibit C:	Budget	Exhibit D:	Statement of Work
Exhibit A:	Terms & Conditions and Insurance Requirements								
Exhibit B:	Data Sharing & Privacy Agreement								
Exhibit C:	Budget								
Exhibit D:	Statement of Work								
PY23 Funding Source Information WIOA Adult Program Awarding Agency: US Department of Labor Employment and Training Administration Funding Source: Workforce Innovation and Opportunity Act ("WIOA") CFDA Number: 17.258 Amount: \$200,000 Pass-through Entity: Oregon Higher Education Coordinating Commission Office of Workforce Investments ("HECC") WIOA Dislocated Workers Program Awarding Agency: US Department of Labor Employment and Training Administration Funding Source: Workforce Innovation and Opportunity Act ("WIOA") CFDA Number: 17.278 Amount: \$200,000 Pass-through Entity: HECC Prosperity 10,000 (ARPA/P10K) Awarding Agency: US Department of Treasury Funding Source: Federal ARPA Funds PCA 34050 CFDA Number: 21.027 Amount: \$450,000 Pass-through Entity: HECC									



Contract Agreement 23-24-01

Clackamas Apprenticeship and Training Program (CAT)

Funding Source: State of Oregon
 Amount: \$174,800

Dislocated Worker Grant CAREER

Awarding Agency: US Department of Labor Employment and Training Administration
 Funding Source: Workforce Innovation and Opportunity Act ("WIOA")
 CFDA Number: 17.277
 Amount: PY23 carry forward TBD
 Pass-through Entity: Worksystems, Inc

Dislocated Worker Grant Wildfire Disaster Recovery


Awarding Agency: US Department of Labor Employment and Training Administration
 Funding Source: Workforce Innovation and Opportunity Act ("WIOA")
 CFDA Number: 17.277
 Amount: PY23 carry forward TBD
 Pass-through Entity: HECC

Regulations and Cost Principles: In performing its responsibilities under this Agreement, the CONTRACTOR hereby certifies and assures that it will fully comply with the Federal Government's Uniform Guidance at 2 CFR Part 200 and 2 CFR Part 2900, including any subsequent amendments. The CONTRACTOR shall also comply with rules policies and procedures issued by the US Department of Labor, State of Oregon, and by the GRANTOR, including those adopted during the life of this Agreement to implement the Workforce Innovation and Opportunity Act of 2014.

Other Requirements (As Applicable):

29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements
 37 CFR Part 401, Rights to inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

The undersigned execute this Agreement on behalf of the CONTRACTOR and Clackamas Workforce Partnership and, by doing so, legally obligate and bind the CONTRACTOR and Clackamas Workforce Partnership to the terms and the conditions of this Agreement.

Authorized Signature CLACKAMAS COMMUNITY COLLEGE	Authorized Signature Clackamas Workforce Partnership
<p>Jeff Shaffer <small>Digitally signed by Jeff Shaffer Date: 2023.06.26 15:31:04 -07'00'</small> 6/26/2023</p> <hr/> <p>Signature Date</p> <p>Jeff Shaffer, VP of Finance, Operations-CFO</p>	<p> 6/27/2023</p> <hr/> <p>Signature Date</p> <p>Bridget Dazey, Executive Director</p>



**Clackamas Community College
Contract 23-24-01
Exhibit A: Terms & Conditions and
Insurance Requirements**

1. Notices

All contract-related notices and payments shall be in writing and shall either be personally delivered, or sent by express delivery service, certified mail, or first-class U.S. mail postage pre-paid, or email, and addressed to the contact information outlined in this Agreement.

2. Funding Availability

Each disbursement of funds under this Agreement is conditioned on the availability of federal, state and local funds and is subject to termination due to lack of funds or authorization. When CWP is notified of any funding or regulatory changes, CWP will provide the CONTRACTOR notice of changes within 30 days of CWP notification.

3. General Reporting Requirements

CONTRACTOR shall submit all financial, I-Trac (further described in Section 35 below), program performance, and all other reports required by CWP in accordance with the specified time frames in this contract. CONTRACTOR shall provide CWP with access to all records and data necessary to verify or clarify information requested or provided in such reports. Failure to submit reports by specified timeframes or provide adequate substantiation of reports as specified by CWP may result in suspension of payments to the CONTRACTOR until such time as all delinquent obligations are fulfilled.

Additionally, if CONTRACTOR fails to comply, CWP may take action in accordance with Section 12.

4. Program Objectives

CONTRACTOR must meet program objectives outlined in Statement of Work exhibit.

5. Administrative Capability

Upon request, CONTRACTOR will provide CWP with the most current version of administrative documentation necessary to document capacity and conduct annual monitoring reviews. This may include such documents as:

- A. Annual Audited Financial Statements
- B. Annual Audited Financial Statement with OMB-133 Compliance
- C. Conflict of Interest Policies
- D. Corrective Action Plan(s)
- E. Cost Allocation Plan(s)
- F. Federal Negotiated Indirect Cost Rate
- G. Grievance Policies, Procedures
- H. Management Letter
- I. Personnel Policies
- J. Procurement/Purchasing Policies
- K. Timekeeping Policies
- L. Travel and Expense Policies

6. Procurement Policies and Procedures

CONTRACTOR shall comply with the applicable regulations and cost principles outlined in this Agreement, or with its own procurement procedures, whichever is more restrictive.

The Uniform Administrative Requirements (2 CFR 200.317-36) require all recipient procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition.

In compliance with Executive Orders 12876, 12900, 12928 and 13021, CONTRACTOR is strongly encouraged to provide subcontracting opportunities for Historically Black Colleges and Universities, Hispanic Serving Institutions, Tribal Colleges and Universities; and small businesses, minority-owned firms, and women's business enterprises.

7. Expenditure Restrictions

A. Allowable Activities

CONTRACTOR must use and expend the funds awarded hereby solely to implement the project described in the Statement of Work exhibit, in accordance with the Budget Exhibit, and within limitations outlined in those documents. CONTRACTOR may not use or expend the Contract funds in violation of the limitations and restrictions set forth in this Agreement.

B. Budget Limitations

CONTRACTOR shall be paid only within the established contract Budget and the related Budget Line Flexibility outlined in the Budget Exhibit. All costs must be reasonable, necessary, allowable and allocable as defined by federal and State of Oregon laws and rules, including applicable OMB Circulars, Pass-Through Entity (the "Pass-Through Entity", if any, is identified on the signature page of the Contract), and CWP policies and procedures.

C. Dual Payment

CONTRACTOR shall not be compensated twice for costs incurred under this Agreement. Costs may be shared by other sources of funds to achieve the outcomes described in this Agreement, in accordance with generally accepted accounting principles.

D. Travel Policy

Pursuant to 2 CFR 200.475(a), CONTRACTOR must have policies and procedures in place compliant with the requirements of the Federal Travel Regulations for all travel expenditures reimbursed under this Agreement.

E. Rebates

The CONTRACTOR agrees to advise CWP, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by funds under this Contract. Appropriate action shall be taken to proportionately reimburse the Awarding Agency from such income (the "Awarding Agency," if any, is identified on the signature page of the Contract).

F. Construction, Remodeling, or Renovation

The funds provided under this Contract must not be spent for construction, remodeling, renovation, or purchase of facilities.

8. Payment Request Process

The CONTRACTOR must submit a timely and accurate payment request in accordance with this Contract that includes a completed and signed CWP Microsoft Excel billing workbook that reports expenditures by the funding sources and Line Items and any required supporting documentation.

Upon receipt of the CONTRACTOR'S payment request with the required documentation, CWP will review the request for accuracy and compliance with the Contract Agreement. Accurate, and if necessary, corrected, billing workbooks and any required supporting documentation are due to CWP by the close of business on the 20th day of the month or the following business day if the 20th falls on a weekend or holiday. Accurate, and if necessary corrected, billing workbooks and supporting documentation received after the 20th day of the month will not be processed for CWP funders and pass-through entities' current billing cycle.



Clackamas Community College
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Due to the requirements of many of CWP funding sources, payment shall be processed in the normal course and manner for CWP accounts payable, and will be paid as soon as administratively possible following CWP receipt of payment from all funders and pass-through entities providing the funds for CONTRACTOR's services under this contract.

CONTRACTOR shall minimize the time elapsing between receipt of funds from this Agreement and the disbursement of these funds in order to maintain a minimum cash balance. Interest earned shall be accounted for as program income. This treatment of interest does not allow the CONTRACTOR to ignore the requirements or intent of these cash management requirements.

Payment shall not be construed as a waiver of CWP right to challenge CONTRACTOR's performance under this Agreement and to seek appropriate legal remedies.

9. Financial Documentation

CONTRACTOR shall retain original expense documentation, including proof of payment and accrued liabilities. Documentation shall include canceled checks, invoices annotated with date paid, check number, annotated receipts, payroll ledgers, and accounts payable ledgers. All documentation will have appropriate approval signatures. Documentation of costs which are allocable to more than one line item and/or which are only partially allocable to the contract Budget shall be annotated with amounts allocated to each source.

All direct costs that are charged to this Contract shall be for reasonable and necessary activities relating to the Contract. All costs not charged as a direct cost must be justified by the application of an allowable Indirect Cost Allocation Plan and/or allocation methodology. CONTRACTOR shall maintain written cost allocation plans for all allocated costs charged to this contract. All costs applied to this Contract must be consistent with the requirements of Federal Regulations including 2 CFR Part 200. All allocation methodologies and costs pertaining to this Agreement are subject to CWP review and approval before reimbursement through CWP.

For participant direct payments, the CONTRACTOR is responsible for documenting payments in accordance with applicable CWP policies and procedures and for reporting detail as required by the Funder (the "Funder" is the Pass-Through Entity, the Awarding Agency, or, if both are identified in the Contract, collectively, both). CWP will notify CONTRACTOR when there are specific reporting requirements and if it has actual knowledge of any changes to the specific reporting requirements.

Copies of all source documentation for expenditures related to this contract including any documentation related to matching or leverage funds must be available to CWP upon request. Any additional documentation requirements will be specified in this Contract.

10. Financial Management Standards

The CONTRACTOR shall maintain a financial and administrative system which complies with the standards in the most recent versions of appropriate Uniform Administrative Requirements and 2 CFR Part 200. CONTRACTOR shall maintain a separate accounting of funds received and disbursed under this Contract. All accounting for this Contract shall be maintained within the CONTRACTOR's primary financial accounting system.

The CONTRACTOR's financial systems shall allow for effective fiscal and internal controls and accountability for funds, property, and other assets to ensure they are used solely for authorized purposes. CONTRACTOR shall maintain all data elements used in required reports in accordance with established program definitions.

The CONTRACTOR's financial systems will be maintained in accordance with Generally Accepted Accounting Principles and will be in compliance with all legal and contractual requirements.

The CONTRACTOR's financial system shall:

- A. Follow consistent rules for aggregation of detailed data to summary level.
- B. Compare budgeted amounts to actual expenditures including proper charging of costs and cost allocations.
- C. Contain information pertaining to Contract and contract awards, obligations, unobligated balances, assets, liabilities expenditures, income, program income, matching funds, leveraged resources and stand-in costs.
- D. Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable laws and regulations.
- E. Provide the accurate, current, and complete disclosure of all expenditures including but not limited to those from, grants, contracts or agreements.
- F. Show the distribution of Contract-funded personnel time by fund.

11. Financial Audits and Compliance Monitoring

The CONTRACTOR shall adequately evaluate and monitor its own programs on a regular basis and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud, and abuse.

If it is determined through audit or other means that the CONTRACTOR has violated or permitted violation of the terms or conditions of this Agreement, the CONTRACTOR shall repay to CWP the amount of funds directly related to that violation, as determined by such auditor or CWP.

A. Financial Audits

CONTRACTOR must comply with federal audit requirements found at 2 CFR Part 200.500-521, and Appendix X and XI.

If CONTRACTOR expends an aggregate of \$750,000 or more in federal funds annually, CONTRACTOR must conduct an annual organization-wide financial and compliance audit in accordance with the above federal rules.

Unless specifically authorized by CWP in writing, CONTRACTOR shall submit the audit report to CWP no later than thirty (30) calendar days after receipt of the report or within one hundred twenty (120) calendar days following the close of the CONTRACTOR'S fiscal year, whichever is sooner. Audits performed under this section are subject to review and resolution by CWP or its authorized representative.

The CONTRACTOR shall, in accordance with CWP timelines, be responsible to resolve and respond to any and all issues that relate to audits of activities that are funded through this Agreement.

B. Compliance Monitoring

CONTRACTOR will support all program compliance monitoring activities, including but not limited to CWP annual program, fiscal, and file compliance reviews, State of Oregon annual monitoring and Data Element Validation reviews, as well as any Department of Labor or other Funder monitoring activities. CONTRACTOR will allow federal, State of Oregon and CWP staff or their designees to monitor program and administrative compliance via an on-site review.



**Clackamas Community College
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CONTRACTOR shall, upon request, provide sufficient and appropriate staff time necessary to conduct all ongoing program and administrative monitoring activities, including but not limited to the on-site review, and regular monitoring reporting, including access to all necessary records.

CONTRACTOR shall resolve and respond to any and all issues that relate to the monitoring of the workforce development activities that are funded through this Agreement.

C. Additional Audits and Compliance Requirements.

CONTRACTOR will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations.”

CONTRACTOR will monitor expenditures to date on a monthly basis to ensure that the budget-to-actual amounts demonstrate expenditure rates that are consistent with the percentage of the program year that has transpired. CONTRACTOR will pay particular attention to all participant cost categories to ensure that adequate investments in participants are being made throughout the program year.

Where CONTRACTOR has issued subcontracts under this Contract, CONTRACTOR must have a monitoring policy in place to ensure that expenditures meet funding requirements, program performance goals are being met, and participant eligibility requirements are followed. CONTRACTOR will monitor all subcontractors to ensure compliance and where a subcontractor has monitoring findings a course of corrective action is to be taken and resolution validated.

12. Disallowance of Payments

If it is determined through audit, monitoring or other means that the CONTRACTOR has received payments which are questioned by CWP the CONTRACTOR shall be notified and given the opportunity to justify questioned payments prior to CWP final determination of disallowed payments. The CONTRACTOR agrees to participate in and be bound by disallowed cost determinations arising out of CWP disallowed cost resolution process.

If a Contract payment is disallowed, CONTRACTOR shall repay the full amount of the disallowance to CWP within thirty (30) calendar days of receipt of request, or other time schedule as determined by CWP.

CWP failure to either discover or act upon a breach of this Agreement shall in no way relieve the CONTRACTOR of its obligation to repay disallowed costs.

If the CONTRACTOR fails to comply with any of the requirements, terms, or conditions of this Agreement, CWP may, at its discretion, suspend, withhold, or disallow all or any portion of amounts otherwise payable under this Agreement

13. Records Standards, Access to Records and Record Retention

A. Records Standards

The CONTRACTOR agrees to maintain records that will provide accurate, current and complete disclosure of the status of each program, including, but not limited to, participants, financial, and program operations. The books of account and records must be maintained in sufficient detail to permit the Awarding Agency, the Pass-through Entity (if applicable), CWP and their duly authorized

representatives to verify how the contract funds were expended or utilized. CONTRACTOR shall safeguard and maintain the confidentiality of all program records and documents through proper accounting and program procedures and practices. CONTRACTOR must comply with the standards in the most recent versions of appropriate Uniform Administrative Requirements and CWP policies and procedures.

B. Record Storage and Access

Records shall be retained and stored in a manner that will preserve their integrity and admissibility as evidence in any audit/litigation or other proceeding. The burden of production and authentication of the records shall be on the custodian of the records. The CONTRACTOR will maintain a plan for record recovery should critical records be lost.

After reasonable notice, at any time during normal business hours and as often as CWP may deem necessary, the CONTRACTOR shall make available for examination all its records relating to all matters covered by this Agreement to the named entities and representatives identified in Section 27.B. of this Agreement.

This provision includes access to the CONTRACTOR's personnel for the purpose of interview and discussion of such documents, and the delivery of all the documentation to a location designated by CWP for purposes of review. The rights of access are not limited to the required retention period or agreement term but shall last as long as records are retained.

If record storage is located other than at the CONTRACTOR'S principal place of business the CONTRACTOR shall inform CWP in writing of the exact location where all records, reports, and other documentation and physical evidence are to be retained; the original records shall remain the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR will inform CWP in writing of any location changes prior to the date the records, reports and other documentation and physical evidence are moved. Any storage of the records, reports and other documentation beyond the boundaries of CWP service delivery area shall require prior written approval from CWP.

If the CONTRACTOR entity ceases operations, the CONTRACTOR shall provide an inventory of and all the records, reports and other documentation covered under this and any previous agreements between CONTRACTOR and CWP to CWP.

C. Record Retention Timeframes and Destruction Requirements

Federal record retention requirements applicable to this Agreement are found at 2 CFR 200.334-338. The CONTRACTOR shall retain all financial and other required records and supporting documents as follows:

- 1) Retain all records pertinent to this Agreement, interagency agreements, contracts or any other award, including financial, statistical, or other pertinent records, and supported documentation, for a period of at least three years after the acceptance of the final expenditure report (closeout) for that funding period by the Awarding Agency. CWP will notify CONTRACTOR of the record destruction date when the final expenditure report has been issued and approved.
- 2) Retain all records on non-expendable property for a period of at least three (3) years after final disposition of property.



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- 3) Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the three-year period identified in 13.C.1) above shall apply.
- 4) Retain all records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees and applicants for employment as required in 13.C.1) above. Participant files should be organized and stored by program year using the participant's year of exit.
- 5) Retain records regarding complaints and actions taken on the complaints for a period of not less than three (3) years from the date of resolution of the complaint.
- 6) Retain all records beyond the required period if any litigation or audit has begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained until the litigation, audit or claim has been resolved or the specified destruction date, whichever is longer.

In the event that more than one of the record retention periods identified above applies, the CONTRACTOR will comply with the longest applicable record retention period. After the record retention period has passed, any records destroyed must be commercially shredded.

D. Limitation of Public Access to Records

If disclosure of trainee records is requested by the public, current confidentiality or non-disclosure standards in ORS 192 and OAR 589-020-0330, pertaining to records of participants, shall apply. Personal information may be made available to other service providers on a selective basis consistent with the participant's signed "Release of Information" form. Trade secrets, or commercial or financial information, that is obtained from a person and privileged or confidential shall not be available to the public.

E. Fees for Requests for Records

CONTRACTOR may charge fees sufficient to recover costs applicable to the processing of requests for records.

14. Contracts and Assignments

The CONTRACTOR shall not assign or transfer any interest in this Agreement in whole or in part, or any right or obligation hereunder, without the prior written approval of CWP.

If approved, any contract entered into by the CONTRACTOR is not an obligation of CWP. The CONTRACTOR shall not represent that it has the power or authority to obligate CWP. No approval by CWP of any assignment or transfer shall be deemed to create any obligation of CWP in addition to those set forth in this Agreement. In no case shall such consent relieve the CONTRACTOR from the obligation under, or change the terms and conditions of, this Agreement, unless otherwise provided. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

CWP has the right to assign all Contract rights and responsibilities at any time by giving written notice of assignment to the CONTRACTOR.

Any work or services subcontracted hereunder shall be specified by a written contract, which shall be properly executed. Any entity that receives a subcontract must provide CONTRACTOR with their Unique Entity Identifier (formerly DUNS) and be registered in the System for Award Management (www.sam.gov) prior to contract execution; the Unique Entity Identifier (UEI) must be maintained in the contract file

and be available for review upon request. The CONTRACTOR shall provide a copy of the contract and any modifications to CWP, upon request.

The failure by CWP to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

The CONTRACTOR remains responsible for assuring compliance by such delegates with requirements of the funding sources provided by or through CWP, federal, State and local laws, regulations, policies, procedures and this Contract.

The CONTRACTOR shall conduct a program and fiscal monitoring of its subcontractors in accordance with CONTRACTOR monitoring policies and procedures. CONTRACTOR shall provide CWP with a copy of its monitoring policies, procedures, and schedule for approval. All program and fiscal monitoring reports for subcontractors of the CONTRACTOR will be provided to CWP for review and approval.

15. Independent Contractor; Responsibility for Taxes and Withholding; and Retirement

CONTRACTOR is not an "officer", "employee", or "agent" of CWP, as those terms are used in ORS 30.265.

The CONTRACTOR shall perform all required work as an independent CONTRACTOR and in accordance with but not limited to: Personal Income Tax Laws (ORS Chapter 316); Workers' Compensation Laws (ORS Chapter 656); Wages, Hours and Records Laws (ORS Chapter 652); Conditions of Employment Laws (ORS Chapter 653); Safety and Health Regulations (ORS Chapter 654); and Unemployment Insurance (ORS Chapter 657); conditions concerning payment, contributions, liens, withholding (ORS 279B.220;) condition concerning payment for medical care and providing workers' compensation (ORS 279B.230); condition concerning hours of labor (ORS 279B.235); State contracting agencies to use recovered resources and recycled materials; notice to prospective contractors (ORS 279B. 270); conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints (ORS 279C.515); all regulations and administrative rules established pursuant to the foregoing laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

CONTRACTOR shall be responsible for all federal or state taxes applicable to compensation or payment paid to CONTRACTOR under this Agreement and unless CONTRACTOR fails to provide their correct Taxpayer Identification Number (TIN), CWP will not withhold from such compensation or payments any amount(s) to cover the CONTRACTOR's federal or state tax obligations. CONTRACTOR is not eligible for any Social Security unemployment insurance or workers' compensation benefits from compensation or payments paid to CONTRACTOR under this Agreement, except as a self-employed individual.

16. Employee and Participant Status and Rights

A. Non-Employee Status of Trainees

Trainees in programs under this Agreement shall not be deemed federal, state, city or CWP employees, and shall not be subject to the provisions of law pertaining to employment by any such government.

B. Employment Terms, Benefits and Working Conditions

All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under



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this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.

C. Worksite Standards and Safety

Conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, COVID-19 exposure risks, and proficiency of the trainee.

Trainees enrolled under this Agreement shall be adequately supervised during training hours, be informed about their rights and responsibilities in reporting unsafe training or working conditions and training- or work-related illnesses and injuries, and be provided with safe training conditions which, at a minimum, shall conform to the health and safety regulations established by the State of Oregon and the Occupational Safety and Health Administration. Health and safety standards established under state and federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants.

D. Charging of Fees to Participants

No person or organization, including private placement agencies, may charge a fee to any individual for referral to or placement in training or employment programs.

E. Grievance Procedures

The CONTRACTOR agrees to adopt procedures for hearing and resolving grievances and complaints arising out of this Agreement, in conformance with CWP established policies and procedures. Procedures must comply with rules implementing the Workforce Innovation and Opportunity Act (WIOA).

The CONTRACTOR shall abide by Final Determinations issued under CWP, state or federal grievance processes. Participants receiving services must read and sign a copy of the CONTRACTOR's Grievance Procedure which shall be kept in the participant's file.

17. Performance Failure

In the event CONTRACTOR fails to perform under this Agreement, CWP may take action in accordance with CWP Contract Monitoring policies provided or made available to CONTRACTOR, or if CONTRACTOR fails to take directed corrective action terminate or suspend the Contract (Section 28.B Termination for Cause).

CWP may also pursue any remedies available under this Agreement, at law or in equity. Such remedies include but are not limited to: termination of this Agreement effective upon written notice to CONTRACTOR, return of all or a portion of the Contract funds associated with the failure to perform, and declaration of the CONTRACTOR's ineligibility for the receipt of future awards from CWP. If, as a result of an Event of Default (Section 28.B Termination for Cause), CWP demands return of all or a portion of the Contract funds, CONTRACTOR shall pay the amount to CWP upon CWP demand.

18. Indemnification and Hold Harmless

To the extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless CWP, its Board of Directors, the Workforce Investment Board, the Awarding Agency, the Pass-Through Entity (if applicable), and their respective directors, officers, agents, representatives, and employees (the "Indemnified Parties"), from, for, and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the acts or omissions of the CONTRACTOR or the CONTRACTORS employees,

agents, or subcontractors work under this Agreement, including but not limited to, CONTRACTOR or the CONTRACTOR's employees' or subcontractors' failure to comply with COVID-19 Safety Requirements then in effect and as applicable.

Nothing in this Section 18 requires the CONTRACTOR to indemnify the Indemnified Parties against liability for damages by the negligence or misconduct of the Indemnified Parties. The CONTRACTOR, however, will be required to indemnify the Indemnified Parties to the extent that damages arise from the fault, negligence, or misconduct of the CONTRACTOR or the CONTRACTOR's employees, agents, or subcontractors.

Notice shall be promptly submitted to CWP of any action brought against the CONTRACTOR resulting from or related to this Agreement.

19. Equal Employment Opportunity and Nondiscrimination

The CONTRACTOR shall not exclude from participation, discriminate against, or deny employment services or benefits to any person, including trainees, in the administration of or in connection with any program administered by the CONTRACTOR on the grounds of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, application for Worker's Compensation benefits, youth offender (ORS Chapter 419A.004), sexual orientation or perceived sexual orientation, gender identity, or association with any person with, or perceived to have one or more of the above named characteristics, and for beneficiaries only, citizenship, or participation in the program funded under this Agreement. The CONTRACTOR shall take action to ensure that qualified applicants from groups which have historically been denied equal opportunity for employment because of the above factors shall be provided access to and encouraged to participate in employment and training activities.

CONTRACTOR will comply with all federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to work under this Contract, including but not limited to the following:

- 1) Section 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities;
- 2) Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as amended;
- 3) Age Discrimination in Employment Act of 1967 and Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on basis of age;
- 4) Americans with Disabilities Act of 1990 (ADA) Public Law 101-336 and ORS 659A.142, as amended;
- 5) Section 188 of the Workforce Innovation and Opportunity Act (WIOA);
- 6) Nontraditional Employment for Women Act of 1991;
- 7) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on basis of sex in educational programs;
- 8) Health Insurance Portability and Accountability Act of 1996;
- 9) Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended;
- 10) Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255), as amended relating to nondiscrimination on the basis of drug abuse;



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- 11) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 12) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- 13) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act 42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- 14) 29 CFR Parts 33 and 37 (If Contract includes DOL funds);
- 15) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made;
- 16) If operating within the City of Portland, (IV) 23.01.070 and 23.01.050 of the Code of the City of Portland; and
- 17) The requirements of any other nondiscrimination statute(s) which may apply to the application.

CONTRACTOR expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

Further, CONTRACTOR shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of this Contract and the method of filing a complaint in regard to such.

CONTRACTOR will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear in publications, broadcasts and other communications as outlined in the applicable Uniform Administrative Requirements. Where such materials indicate the CONTRACTOR may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by the CONTRACTOR, as required.

20. Responsibility for Legal Compliance

It is the responsibility of the CONTRACTOR to comply with the following:

A. Limitations on Union or Anti-Union, Sectarian, Religious, Political or Lobbying Activities

No funds under this Agreement shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.

These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying.

The CONTRACTOR agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility which is used or may be used for sectarian instruction or as a place of religious worship.

B. Applicable Laws, Regulations, and Policies

All other applicable, and presently existing or subsequently created or enacted, federal, state and local laws, regulations, executive orders, ordinances and policies and appropriate U.S. Office of Management and Budget Circulars required by the Awarding Agency and the Pass-Through Entity (if applicable), and/or other applicable grants as related to activities under this Contract. This includes all applicable policies of CWP.

C. Fraud Notification Requirements

CONTRACTOR must comply with CWP requirement that all suspected incidents of fraud, abuse, or other criminal activity must be immediately reported on the same business day as the complaint was made or the incident discovered. CONTRACTOR will conform to CWP established policies and procedures for reporting and resolution.

21. Maintenance of Effort

No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.

22. Nepotism

CONTRACTOR shall comply with 20 CFR 683.200(g) and federal and State nepotism rules implementing WIOA. No individual may be placed in an employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

No member of the immediate family of any officer, agent, director, partner or employee of the CONTRACTOR shall receive preferential treatment for enrollment in services or training provided by, or employment with the CONTRACTOR.

The term "immediate family" means wife, husband, life/domestic partner, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandparent, stepparent, and stepchild. This includes aunts, uncles, nieces and nephews by blood or formal adoption only, but not such relationships by marriage.

23. Code of Conduct

CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by funds received in connection with this Contract if a real or apparent conflict of interest as defined by ORS Chapter 244 would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family (see Section 22) or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

The officers, employees, and agents of the CONTRACTOR shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, CONTRACTOR



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may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the CONTRACTOR. No officer, employee or agent, any member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, shall financially benefit from the activities of any program participant or applicant.

24. Patents and Copyrights

The CONTRACTOR shall comply with the standards in 2 CFR Part 200 for the development, licensing, distribution and use of product(s) and material developed with this Contract.

A. Patents

The CONTRACTOR and CWP agree that this Contract shall be governed by Public Law 98-620, by the government wide regulations issued by the Department of Commerce at 37 CFR Part 401 for patents and inventions and implements Awarding Agency regulations. In accordance with these provisions, CONTRACTOR and CWP agree to promptly report all inventions made in the course of or under this Contract.

In the event that a patent application on such an invention is filed, CONTRACTOR hereby grants CWP and the Awarding Agency and Pass-Through Entity a non-exclusive, non-transferable, royalty-free license for research and educational purposes only.

B. Copyrights

The CONTRACTOR agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this agreement without the consent of the copyright owner, unless it obtained specific written approval from CWP for the inclusion of such copyrighted materials.

25. Public Information

Whenever written or verbal information related to the services provided through this Contract is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the CONTRACTOR shall acknowledge and name CWP and the Awarding Agency as providing funding for the services provided through this Contract. Additional applicable public disclosures requirements may be described in contract exhibits.

26. Governing Law, Venue, Consent to Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

Any claim, action, suit or proceeding (collectively, "Claim") between CWP and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

27. Assurance

By signing this Agreement, the authorized representative certifies that the CONTRACTOR:

A. Financial Capability

Has the legal authority to apply for federal, state or local assistance, enter into this Contract Agreement, and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project(s) described in this Agreement.

B. Access to Records

Will give CWP, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of the CONTRACTOR including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper allocation of costs. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.

C. Conflict of Interest

Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Every reasonable course of action shall be taken by the CONTRACTOR in order to maintain the integrity of this expenditure of CWP funds and to avoid any favoritism or questionable or improper conduct.

D. Complete the Work

Will initiate and complete the work within the applicable time frame after receipt of approval from CWP.

E. Political Activities

Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. In addition, the CONTRACTOR agrees to comply with, where applicable, Public Law 101-121, which prohibits influencing federal financial transactions.

Shall not use funds provided under this Contract for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself. Nor shall grant funds be used to pay the salary or expenses of any CONTRACTOR staff or agent, related to any activity designed to influence legislation, appropriations regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by



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an agency or officer of the state, local, or tribal government in policy making and administrative processes within the executive branch of the government.

F. Debarment and Suspension

As required by Executive Orders 12549 and 12689 and 2 CFR 200.214 regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:

- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- 2) Have within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,
- 4) Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall provide an explanation to CWP.

28. Contract Termination

A. Termination for Convenience

This Agreement may be immediately terminated by the mutual consent of the parties.

Either party to this Agreement may terminate the agreement without cause by delivering a thirty- (30) day written notice of intent to terminate to the other party.

CWP may terminate this Agreement for convenience by delivering to CONTRACTOR at least three (3) days advance written notice of its intent to terminate if CWP funding or other resources for programs serviced under this Agreement are withdrawn, suspended, or otherwise altered due to COVID-19.

B. Termination for Cause

CWP may terminate or modify this Agreement, in whole or in part, in writing, immediately upon notice to CONTRACTOR, or at such later date as CWP may establish in such notice, upon the occurrence of any of the following events:

- 1) CONTRACTOR'S misuse of funds provided under this Agreement or any other agreement CONTRACTOR has with CWP. Misuse of funds includes any unauthorized or inappropriate use of contract funds that violate federal, state or local laws or regulations.
- 2) CWP fails to receive funding at levels sufficient to allow the purchase of the indicated CONTRACTOR services;

- 3) Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the services under this Agreement are prohibited or CWP is prohibited from paying for such services from the planned funding source;
- 4) CONTRACTOR no longer holds any license or certificate that is required to perform the work;
- 5) Significant changes in CWP priorities, as indicated by direct action of the Board of Directors of CWP.
- 6) CONTRACTOR, through any cause, has failed to perform in a timely and proper manner its obligations, in whole or in part, under this Agreement, has failed to make sufficient progress towards its objectives, or has violated any of the covenants, agreements, or stipulations of this Agreement. In this event, CWP shall notify the CONTRACTOR of the intended action in writing and specify the effective date thereof.

C. Termination Procedures

In the event of early Contract termination for whatever reason, and after receipt of the Notice of Termination, the CONTRACTOR shall stop work as specified in the notice and cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. The CONTRACTOR will not enter into any further subcontracts and will not place any further order.

In addition, the CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination, to the extent that they relate to the performance of any work terminated by the Notice. With respect to such canceled commitments, the CONTRACTOR agrees to settle all outstanding liabilities and all claims arising out of such cancellation of commitments or ratify all such settlements.

Further, upon termination, CONTRACTOR shall deliver to CWP all documents, information, work-in-progress and other property as detailed in this contract and its exhibits.

D. Payment after Termination

In the event of early Contract termination initiated by either party for whatever reason, the CONTRACTOR shall only be entitled to receive reimbursement for costs incurred for services provided prior to the Contract termination date. It is understood that performance in compliance with the Statement of Work exhibit is a prerequisite to receiving payment.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to CWP for damages sustained by CWP by virtue of any breach of this Agreement by the CONTRACTOR, and CWP may withhold any payments to the CONTRACTOR for the purpose of offset until such time as the exact amount of damages due CWP from the CONTRACTOR is determined.

E. Close Out Responsibilities and Procedures

Upon notice of termination or expiration of this Agreement, regardless of the reason, CONTRACTOR will work with CWP to establish an acceptable close-out plan which will include both program and administrative components and associated due dates that ensure a smooth transition and compliance with all state and federal requirements.

The plan will include, but is not limited to, activities that ensure participants are transferred to another similar program with the



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least amount of disruption possible; participant files and all financial records are updated and assurances in place of record retention provisions; the timeline for submission of final invoices, quarterly reports, leveraged funds, performance reports and updating I-Trac data; and when applicable, accounting of program income, stand-in costs and match funds are in place.

29. Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto. Any amendments to this Agreement or its attachments shall be effective only when they are reduced to writing and duly signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Notwithstanding the foregoing, all amendments created solely to incorporate new laws, rules, guidelines or policies adopted by authorities providing funding to CONTRACTOR through CWP shall bind both parties if signed by only CWP.

30. Force Majeure

Except as hereinafter provided in this Section, no delay or failure in performance by CWP shall constitute a default under this Agreement if the delay or failure is caused, in whole or in part, by a Force Majeure Event. A "Force Majeure Event" means any event beyond the control of CWP and that CWP is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, pandemic, medical epidemic, explosions and other catastrophes, governmental actions or orders, national emergency, war, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy.

31. COVID-19 Safety Requirements

The novel coronavirus ("COVID-19") is a contagious disease that has been declared a global pandemic by the World Health Organization. National, state, and local governmental and health authorities have issued certain health and safety requirements and guidance for the general public and for some specific events or businesses to mitigate the risk of exposure to and transmission of COVID-19. CONTRACTOR attests that it is knowledgeable of and understands all current and applicable legal requirements and guidance concerning COVID-19 health and safety practices (collectively "COVID-19 Safety Requirements") and plans to implement and require COVID-19 Safety Requirements in connection with the purpose of this Agreement. CONTRACTOR understands that the COVID-19 Safety Requirements may change from time to time and acknowledges and understands that CONTRACTOR is responsible for ensuring that worksites selected for participant work-based training programs maintain full compliance with all COVID-19 Safety Requirements at all times in connection with the purpose of this Agreement.

By appropriate written agreement, the CONTRACTOR shall require CONTRACTOR's subcontractors to be bound to the CONTRACTOR by terms of this Section's COVID-19 Safety Requirements and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for ensuring and requirement compliance of all COVID-19 Safety Requirements in connection with this Agreement. Each subcontractor agreement shall reserve and protect the rights of CWP under this Agreement with respect to any issues related to COVID-19 so that subcontracting will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the CONTRACTOR that the CONTRACTOR, by this Agreement, has against CWP.

32. Financial Billing and Reporting Requirements

A. Billing Due Dates

CONTRACTOR shall submit monthly to CWP Administrative Contact all contract billings by the 20th day of the month following the period billed.

B. Final Billing for Close-Out

All Contract billings, unless otherwise stated in Exhibit C, shall be submitted by 45 days after end of contract. This will constitute the final contract billing request for each contract referencing this Agreement. No charges submitted more than 45 days after end of this contract will be reimbursed. CWP may, at its discretion, withhold payment of the final invoice until all close-out requirements have been met in accordance with Section 28.E.

C. Interim Billing Dates.

All Contract billings for the period through June 30 of any year will be submitted no later than August 15 of that year. This will constitute the final Agreement billing request for this time period. No charges submitted after this date will be reimbursed for any time period preceding June 30 of any year.

D. Financial Status Reports

If required by the funding source, Financial Status Reports for the calendar quarter must be received by CWP by the 20th day of the month following the end of the quarter. Expenditure data is required to be reported on an accrual basis. CWP will provide CONTRACTOR with the Financial Status Report workbook to be used for this purpose.

33. Expenditure Restrictions

A. Cost Reimbursement

This Agreement is based on a cost-reimbursement method of payment unless otherwise noted in the Budget exhibit.

B. Purchase and Maintenance of Equipment

Equipment or capital outlays may not be purchased with contract funds provided under this Agreement unless expressly allowed for in the Budget Conditions.

When allowed, all purchases must comply with 2 CFR 200.310-327, State, and CWP property policies. The CONTRACTOR shall obtain CWP written approval before purchasing equipment which has a useful life of more than one year. For equipment purchases with an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, Awarding Agency approval is required and will be sought by CWP upon written request from CONTRACTOR. CONTRACTOR may not purchase equipment in the last year of performance. If any approved acquisition has not occurred prior to the last year of performance, approval for that item(s) is rescinded.

CONTRACTOR shall maintain an up-to-date inventory listing of all equipment and other assets purchased by CWP for the CONTRACTOR's program or purchased by CONTRACTOR with funds provided under each contract referencing this Agreement. CONTRACTOR shall implement adequate maintenance procedures to keep such property in good condition.

Inventory records must include the following data on each item with an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, and/or for those items directed by CWP to be included in the inventory: Description; serial number; title holder; acquisition date and cost; percentage of federal participation in the cost; location, use, and condition of the property; and any ultimate disposition data including date of disposal and sale price. The CONTRACTOR

shall conduct an annual physical inventory of such property for submission to the CWP Administrative Contact at the end of each fiscal year.

Equipment purchased with funds under this Agreement shall be intended for use and benefit of participants and activities under this Agreement.

Ownership of all inventoried equipment directly charged to the funds under this Agreement and other assets purchased by CWP for the CONTRACTOR's Program rests with CWP. CWP may take possession of all such property at any time during and upon termination or expiration of this Agreement. All such property shall be returned to CWP within thirty (30) days after the contract has terminated or expired unless otherwise authorized by CWP.

C. Consultants

Consultant fees paid under this Agreement shall be limited as provided in Federal Acquisition Regulation Clause 31.205-33 or other applicable state or federal law. The current limitation for Federal funds is \$710 per day.

D. Salary and Bonus Limitations

Under Public Law 113-235, Section 105, none of the funds appropriated under the heading 'Employment and Training' shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2021/executive-senior-level>. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of cost of living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

E. Responsibility for Cost Reduction

For activities funded under this Agreement, the CONTRACTOR shall identify training costs supported by other federal, state, or local programs in order to ensure that these federal funds are in addition to funds otherwise available.

34. Financial Documentation for Billing

Financial backup documentation is required with monthly billings. CWP retains the right to ask for more detailed backup documentation at any time. Upon request, CONTRACTOR will provide copies of actual source documents or general ledger detail supporting all invoiced expenditures at the time of billing. When general ledger detail is not available or source documentation is excessive, CONTRACTOR may provide a summary of the detail with an attestation to the validity of the information and will maintain the detailed back up as outlined in Section 13 of this exhibit.

35. Technology and Participant Data Management

CWP makes use of Internet technologies to communicate with CONTRACTOR and track Contract performance. Email, web information systems, and an internet-based data management system are the primary technologies. To support this technology, CONTRACTOR must have:

- A. Business-grade, broadband internet connectivity.
- B. Network and workstation virus protection that is fully functional and updated at least weekly.
- C. Individual E-mail accounts for staff working with CWP allow attachment size of at least 5 Megabytes.

Documentation of services will be maintained as directed by CWP policy and procedures.

If CONTRACTOR is required to use I-Trac, see Exhibit D Statement of Work, to support I-Trac technology and use, CONTRACTOR must have:

- D. PCs with 4 GB RAM or more, and 20 GB or more of available disk space.
- E. One of the following Internet browser programs: Chrome-based Microsoft Edge, or the latest version of Google Chrome, including Chrome for macOS.
- F. Monitors capable of at minimum a 1024x768 resolution that is comfortable for the user.

36. Security of Information

A. Personally Identifiable Information

CONTRACTOR must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval or by court order. Recipients must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

B. Breach Notification

Any CONTRACTOR who becomes aware of any potential breach of a document or electronic file containing participant personal information will immediately notify CWP. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of an electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

C. Social Security Number Use

CONTRACTOR will not print a participant's full Social Security Number (SSN) on any document that will be sent through the mail (U.S. or electronic) without a written request from the person whose SSN will be printed on the document, except as required by law. CONTRACTOR will use only the I-Trac Customer ID, the Jobseeker ID, or the last 4 digits of a SSN on documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, CONTRACTOR will take steps to protect the document from unauthorized disclosure. CONTRACTOR will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by state or federal law. CONTRACTOR may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No CONTRACTOR will publicly post or display a document containing a full SSN.

D. Data and Record Security

CONTRACTOR must develop, implement and maintain reasonable safeguards to protect the security and confidentiality

of participant personal information. Employees of CONTRACTOR with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. CONTRACTOR must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. CONTRACTOR will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

37. Program Income

Program income must be tracked by funding source and reported to CWP on the CWP Billing Workbook at the time of each billing and in the appropriate section of the Financial Status Report. If CONTRACTOR generates program income with Contract funds, the program income must be added to the Contract, shall be considered Contract funds, and must be used or expended in accordance with the terms and conditions of this Agreement prior to requesting disbursement of additional funds under this Agreement from CWP. CONTRACTOR will comply with program income requirements outlined in 2 CFR 200.307.

38. Stand-In Costs

Stand-in costs must be tracked by funding source and reported to CWP in the appropriate section of the Financial Status Report. In order to be considered as valid substitutions, the costs shall have been reported by the CONTRACTOR as uncharged program costs under the same title and in the same program year in which the disallowed costs were incurred; shall have been incurred in compliance with laws, regulations, and contractual provisions governing funding source; and shall not result in a violation of the applicable cost limitations.

39. Leveraged Resources

Leveraged resources are defined as all resources used by the CONTRACTOR to support activity and outcomes of this Agreement, whether those resources meet federal standards for "match" funds. Leveraged resources that were expended by the CONTRACTOR must be reported as directed by CWP.

40. Business Relocation Service Prohibitions

Refer to WIOA and implementing federal and state rules. Federal funds may not be used for:

- A. Relocation of a business or part of a business from any location in the United States, if the relocation would result in any employee losing his or her job at the original location;
- B. Customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States until the company has operated at that location for 121 days or more, if the relocation resulted in any employee losing their jobs at the original location.

41. Public Announcements

When issuing statements, press releases, and requests for proposals, bid solicitation, and other documents describing programs funded in whole or in part with federal money under this Agreement, CONTRACTOR shall follow the CWP Public Disclosure Statement policy.

42. Funding Acknowledgement

All written brochures, training materials, curriculum and other written materials whose development is supported in whole or in part with funds provided under this Agreement must contain a funding acknowledgement. The specific language required will be provided by CWP upon CONTRACTOR request.

43. Creative Commons License Requirement

Pursuant to 2 CFR 2900.13, to ensure that the federal investment of DOL funds has as broad an impact as possible and to encourage innovation in the development of new learning materials, CONTRACTOR must license to the public all work created with the support of federal funds provided through this Agreement under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with federal funds and modifications made to pre-existing, CONTRACTOR-owned content using federal funds.

This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the CONTRACTOR. CONTRACTOR will affix notice of the license to the Work. For general information on CC BY, please visit creativecommons.org/licenses/by/4.0. Instructions for marking your work with CC BY can be found at wiki.creativecommons.org/Marking_your_work_with_a_CC_license. Questions about CC BY as it applies to specific applications should be submitted in writing to CWP.

Only work that is developed by the CONTRACTOR with federal funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the CONTRACTOR from third parties, including modifications of such materials, remain subject to the intellectual property rights the CONTRACTOR receives under the terms of the particular license or purchase. In addition, works created by the CONTRACTOR without Federal funds do not fall under the CC BY license requirement.

The purpose of the CC BY licensing requirement is to ensure that materials developed with Federal funds result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, CONTRACTOR will respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.

44. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal purposes; i) the copyright in all products developed under any grant provided under this Agreement, including products developed under a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient or subrecipient or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. CONTRACTOR may not use Federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department of Labor has a license or rights of free use in such work. The CONTRACTOR, however, may use Federal funds to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with Federal funds, including intellectual property, these revenues are program income. Program income is added to the contract and must be expended for allowable activities (2 CFR 200.307).

CONTRACTOR will apply the following statement on all products developed in whole or in part with Federal funds: "This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The U.S. Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership."

45. WorkSource Portland Metro Centers

If CONTRACTOR is the primary provider of WIOA IB Adult and Dislocated Worker services and training services for other contracted grants within a WorkSource Portland Metro Center, CONTRACTOR is a partner in the WorkSource Portland Metro system and as such acts as a representative and agent of the system in the delivery of program services available through the federal, state, and local grants. This means that CONTRACTOR has authority to sign on behalf of the WorkSource system on training agreements that are required for work-based training programs, including but not limited to, On-the-Job Training Agreements, Employer Workforce Training Agreements, and others that may be developed and communicated through program policy and regional program standards to support service delivery.

If the CONTRACTOR becomes a partner within a WorkSource Center that is located within a State of Oregon Employment Department office, CONTRACTOR will assure that any lease or sub-lease for the WorkSource Center space includes a transfer clause to CWP. In the event any contract referencing this Agreement is terminated by either party, CONTRACTOR agrees to transfer the lease/sub-lease and relinquish the space to CWP for use by the new service provision CONTRACTOR. Additionally, the CONTRACTOR may not move the workforce development program out of the WorkSource Center without written approval from CWP. If the CONTRACTOR is leasing additional space within the WorkSource Center for another program, that relationship will not be impacted by any changes to this Agreement or any contract referencing this Agreement.

46. Lobbying

If the CONTRACTOR is a recipient of federal assistance funds of \$100,000 or more, whether all or only part of the funds are provided by CWP, the CONTRACTOR certifies by signature of this Agreement that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. Sec. 1352.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the contract documents for all

subcontracts and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

47. Veteran's Priority Provisions:

38 U.S.C. 4215 requires CONTRACTOR to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where CONTRACTOR must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. CONTRACTOR must comply with DOL guidance on veterans' priority, ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL 10-09 is available http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

48. Additional Assurance and Certification for Agreements over \$100,000

A. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations

By execution of this Agreement, CONTRACTOR hereby provides CWP a written assurance that the CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 30), and further, CONTRACTOR agrees to promptly report all infractions to the federal awarding agency and the Regional Office of the Environmental Protection Agency.

B. Drug Free Workplace Certificate

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace.
 - b) The CONTRACTOR's policy of maintaining a drug-free workplace.
 - c) Any available drug counseling, rehabilitation, and employee assistance programs.
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 48.B.1;



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- 4) Notifying the employee in the statement required by paragraph 48.B.1 that, as a condition of employment under the Contract, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 5) Notifying CWP in writing, within ten calendar days after receiving notice under 4.b. above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.b above, with respect to any employee who is so convicted:
 - A) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - B) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1) through 6) above.

49. National Labor Relations Act Employee Rights Notice

During the term of this Agreement, CONTRACTOR agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places where employees covered by the National Labor Relations Act engage in activities relating to the performance of the Agreement, including all places where notices to employees are customarily posted both physically and electronically (29 CFR 471).

50. Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) require sub-recipients with federal award over \$30,000 to register with the System for Award Management (SAM) and receive a Unique Entity Identifier (UEI).

CONTRACTOR represents and warrants that it is currently registered with SAM and has provided CWP with its UEI. CONTRACTOR shall properly maintain its SAM registration and will notify CWP of any changes in its registration status, including but not limited to a change to its UEI for any reason.

51. Text Messaging While Driving (Executive Order 13513 Section 4)

CONTRACTOR will adopt policy that prohibits staff text messaging while driving company-owned or rented vehicles or while driving personal vehicles and performing any work for or on behalf of each contract referencing this Agreement.

52. Limited English Proficiency (Executive Order 13166)

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and

resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. CONTRACTOR is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

53. Seat Belts (Executive Order 13043)

Pursuant to EO 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

54. Prohibition on Trafficking in Persons (Executive Order 13333)

This Agreement may be terminated without penalty, if the grantee or any subgrantee, or the CONTRACTOR or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement. (22 U.S.C. § 7104(g))

55. Special Requirements for Conferences and Conference Space

Conferences sponsored in whole or in part by the CONTRACTOR are allowable if the conference is necessary and reasonable for the successful performance of this Agreement. CONTRACTOR is urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. CONTRACTOR will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed. CONTRACTOR must obtain prior approval from CWP before holding any conference (which includes retreat, seminar or symposium or similar event).

56. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

57. Buy American Notice Requirement

None of the funds made available under this award may be expended by an entity unless the entity agrees that in expending the funds it will comply with 41 U.S.C. 8301 through 8303 (commonly known as the "Buy American Act").

58. Prohibition on Providing Federal Funds to ACORN

These funds may not be provided to the Association of Community Organizations for Reform now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

59. Prohibition on Contracting

- A. CONTACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any federal law within the preceding 24 months. Expenses prohibited or unallowable under any other federal, state or local law or regulation, including foreign travel.
- B. CONTACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- C. No funds made available under a federal act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers of this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

60. Violation of the Privacy Act

These funds cannot be used in contravention of the 5 U.S.C. 552a or regulations implementing that section.

61. Insurance Requirements

CONTRACTOR shall provide insurance coverage at its own expense, issued by responsible carriers rated A VII or better by A.M. Best's rating service (unless otherwise approved by CWP), and in a form reasonably satisfactory to CWP, that meets the requirements of this Section 62. All insurance carried by the CONTRACTOR must be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the CONTRACTOR.

CONTRACTOR shall be financially responsible for all deductibles or self-insured retention contained within the insurance. Except as otherwise required below, CONTRACTOR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits to any insurance required under this Section 62 without thirty (30) days advance written notice from the CONTRACTOR to CWP.

If the insurance is canceled or terminated prior to completion of the Agreement, CONTRACTOR shall purchase new coverage and provide a certificate of insurance evidencing coverage and limits equal to or greater than the required level of insurance under this Section 62. In the event the CONTRACTOR fails to keep in effect at all times the specified insurance coverage, CWP may terminate this Agreement, subject to the provisions of this Agreement.

A. General Liability Insurance

CONTRACTOR must carry a Commercial General Liability (CGL) insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. The CGL coverage shall include all major coverage categories including without limitation bodily injury, property damage, and contractual liability.

B. Motor Vehicle Liability Insurance

CONTRACTOR must carry Automobile Liability insurance with a combined single limit of not less than \$1,000,000 combined single

limit per accident for Bodily Injury and Property Damage for CONTRACTOR'S vehicles, whether owned, hired, or non-owned.

C. Professional Liability Errors and Omissions Insurance

Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

D. Workers' Compensation Insurance

The CONTRACTOR must carry Workers' Compensation Insurance sufficient to meet statutory limits. If the CONTRACTOR pays wages directly to trainees under this Contract, the CONTRACTOR must also carry Workers' Compensation Insurance sufficient to meet statutory limits that covers any and all such trainees. No Workers' Compensation Insurance has been or will be obtained by CWP for the CONTRACTOR or for the CONTRACTOR'S employees and subcontractors.

E. Sexual/Physical Abuse/Molestation Insurance

If serving participants less than age 18, elderly, and persons with disabilities, CONTRACTOR must carry a Sexual or Physical Abuse or Molestation Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$1,000,000 in the aggregate.

F. Bonding

The CONTRACTOR shall carry Employee Dishonesty coverage on every officer, director, agent, or employee authorized to receive or deposit funds under this contract or issue financial documents, checks, or other instruments of payment of program costs. The coverage shall be in the amount of at least \$100,000 and shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates.

G. Property and Equipment

All property and equipment purchased by CONTRACTOR with funds received under this Agreement, or purchased on behalf of CONTRACTOR for the program site(s) covered under this Agreement, shall be insured by CONTRACTOR at replacement value against fire, theft, and destruction equal to the full replacement cost.

H. Certificates of Insurance

As evidence of the insurance coverage required by this Agreement, the CONTRACTOR shall furnish acceptable insurance certificates to CWP at the time, or prior to the time, CONTRACTOR executes this Agreement. CONTRACTOR shall name CWP and each of its officers, agents, and employees as additional insured with respect to the CONTRACTOR'S services to be provided under this Agreement. If requested, complete copies of any insurance policy shall be provided to CWP.

I. Additional Insureds

The Indemnified Parties shall be additional insureds on CONTRACTOR'S insurance policies for CGL, Automobile Liability, and Sexual or Physical Abuse or Molestation Liability insurance policies for claims caused in whole or in part by CONTRACTOR'S negligent acts or omissions.

J. Subcontractor Insurance

CONTRACTOR shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the CONTRACTOR under this Agreement, unless this requirement is expressly modified or waived by CWP in writing.



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62. Definitions

Capitalized terms not defined in this Agreement have the meanings given to them in CWP policies and procedures or the Workforce Innovation and Opportunity Act, as amended (29 USC 32), and any subsequently issued guidance and regulations thereto.

63. Oregon False Claims Act

CONTRACTOR acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by CONTRACTOR pertaining to this Agreement that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750 (1)). By its execution of this Agreement, CONTRACTOR certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement or to the Project. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against CONTRACTOR. Nothing in this section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785.

Grantee shall immediately report in writing, to CWP, who will forward the report to the Higher Education Coordinating Commission (funder), any credible evidence that a principal, employee, agent, or subcontractor of CONTRACTOR, or any subgrantee or other person, has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or monies paid by funder under this Agreement.

65. BACKGROUND CHECK/CRIMINAL HISTORY VERIFICATION

65.1 To the extent permitted by law, Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with "Vulnerable Populations" (defined as minors, elderly, and persons with disabilities), and funded with resources from this Grant, as follows:

65.1.1 By having the applicant as a condition of employment or volunteer service, apply for and receive a criminal history check from a local Oregon State Police office and furnish a copy thereof to Grantee; or

65.1.2 As the employer, by contacting a local Oregon State Police office for an "Oregon only" criminal history check on the applicant/employee/volunteer; or

65.1.3 By use of another method of criminal history verification that is at least as comprehensive as those described in sections 65.1.1 and 65.1.2 above.

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with Vulnerable Populations.

65.2 To the extent permitted by law, in addition to information resulting from checks or screening required by applicable federal, state, tribal, or local law, and/or by Grantee's written policies and procedures, current and appropriate information includes the results of public sex offender and child abuse websites/registries. A search (by current name, and, if applicable, by previous name(s) or aliases), of the pertinent and reasonably-accessible federal, state, and (if applicable) local and tribal sex offender and child abuse websites/public registries, including:

65.2.1 The Dru Sjodin National Sex Offender Public Website (www.nsopw.gov);

65.2.2 The website/public registry for each state (and/or tribe, if applicable) in which the individual lives, works, or goes to school, or has lived, worked, or gone to school at any time during the past five years; and

65.2.3 The website/public registry for each state (and/or tribe, if applicable) in which the individual is expected to, or reasonably likely to, interact with a participating Vulnerable Populations in the course of activities under the award.

65.3 Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers.

The review must examine:

65.3.1 The severity and nature of the crime;

65.3.2 The number of criminal offenses;

65.3.3 The time elapsed since commission of the crime;

65.3.4 The circumstances surrounding the crime;

65.3.5 The subject individual's participation in counseling, therapy, education or employment evidencing rehabilitation or a change in behavior; and

65.3.6 The police or arrest report confirming the subject individual's explanation of the crime.

65.4 Grantee must determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee, or volunteer scheduled to work with Vulnerable Populations, and whether based upon the conviction the person poses a risk to working safely with Vulnerable Populations. If Grantee intends to hire or retain the employee, potential employee, or volunteer, Grantee must confirm in writing the reasons for hiring or retaining the individual. These reasons must address how the applicant/ employee/ volunteer is presently suitable or able to work with Vulnerable Populations in a safe and trustworthy manner, based on the policy or procedure described in the preceding paragraphs of this Section. Grantee will place this explanation, along with the applicant/employee/volunteer's criminal history check, in the employee/volunteer personnel file for permanent retention, as allowed by law.

65.5 Grantee must make determinations of suitability, in advance, before individuals may interact with participating Vulnerable Populations, regardless of the individual's employment status. All required background check information must be completed before the determination regarding suitability.

1. Definitions

Capitalized terms will have the following meanings:

Applicable Laws means all federal, state, and local laws related to data security, data protection, data privacy, data breaches, and any similar subject matter that may be applicable to Personal Information provided to CONTRACTOR for Use under this Agreement. This may include, but is not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act, and similar laws and their associated regulations as amended from time to time.

Authorized Employees means CONTRACTOR's employees who have a need to know or otherwise access Personal Information to enable CONTRACTOR to perform its obligations under this Agreement.

Authorized Persons means (i) Authorized Employees; and (ii) CONTRACTOR's subcontractors and agents who have a need to know or otherwise access Personal Information to enable CONTRACTOR to perform its obligations under this Agreement, and who are bound by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms of this Agreement.

Best Industry Practices means that degree of skill, quality, care, foresight, or operating practice that would reasonably and ordinarily be expected of a skilled and competent service supplier in the same industry as CONTRACTOR under the same or similar circumstances as contemplated in this Agreement.

Highly Sensitive Personal Information means an individual's (i) government-issued identification number (including, but not limited to, Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information; or (iii) biometric, genetic, health, medical, or medical insurance data.

Personal Information means information provided to CONTRACTOR by or at the direction of CWP, information which is created or obtained by CONTRACTOR on behalf of CWP, or information to which access was provided to CONTRACTOR by or at the direction of CWP, in the course of CONTRACTOR's performance under this Agreement that: (i) identifies or can be used to identify an individual (including without limitation names, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), including, without limitation, all Highly Sensitive Personal Information.

Security Breach means any actual or suspected compromise of security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by CONTRACTOR (or any Authorized Persons) that relate to the protection of the security, confidentiality, or integrity of Personal Information. Without limiting the foregoing, a compromise includes any unauthorized access to or unauthorized disclosure or acquisition of Personal Information.

Use means, with respect to Personal Information, sale, rental, creation, collection, acquisition, receipt, transfer, transmission, storage, disposal, use, distribution, or disclosure.

2. Standard of Care

A. CONTRACTOR will comply with the terms and conditions set forth in this Agreement in its Use of Personal Information and be responsible for any unauthorized Use of Personal Information under its control or in its possession, including by any Authorized Persons.

B. CONTRACTOR will:

- 1) Keep, maintain, and Use all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized Use.
- 2) Not Use Personal Information in violation of Applicable Laws.
- 3) Use Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided to CONTRACTOR pursuant to the terms and conditions of this Agreement, and not Use or make available Personal Information for CONTRACTOR's own purposes or for the benefit of anyone other than CWP, in each case, without CWP' prior written consent.

- 4) Not directly or indirectly disclose Personal Information to any person other than Authorized Persons unless and to the extent required by Applicable Laws, in which case, CONTRACTOR will use best efforts to notify CWP before such disclosure or as soon thereafter as reasonably possible.

3. Information Security

- A. CONTRACTOR represents and warrants that its Use of Personal Information does and will comply with all Applicable Laws.
- B. CONTRACTOR will implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.
- C. Without limiting CONTRACTOR's obligations under Section 3(A), CONTRACTOR will implement administrative, physical, technical, and organizational safeguards to protect Personal Information from unauthorized Use, destruction, alteration, accidental loss, or damage that are no less rigorous than Best Industry Practices, including the National Institute of Standards and Technology Cybersecurity Framework or other applicable industry standards for information security, as amended from time to time, and will ensure that all such safeguards, including the manner in which Personal Information is Used, comply with Applicable Laws, as well as the terms and conditions of this Agreement.
- D. At a minimum, CONTRACTOR's safeguards for the protection of Personal Information must include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls; (vi) encrypting Highly Sensitive Personal Information stored on any mobile media; (vii) encrypting Highly Sensitive Personal Information transmitted over public or wireless networks; (viii) segregating Personal Information from information of CONTRACTOR or its other customers so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments and promptly implementing a corrective action plan to correct any issues that are reported as a result of the assessments; (x) implementing appropriate personnel security procedures and practices, including conducting background checks consistent with Applicable Laws; and (xi) providing appropriate privacy and information security training to CONTRACTOR's employees. CONTRACTOR's safeguards must also satisfy the minimum standards of all Applicable Laws.

4. Security Breach Procedures

- A. CONTRACTOR will notify CWP of a Security Breach as soon as practicable, but no later than twelve (12) hours after CONTRACTOR becomes aware of it by emailing CWP at bridget.dazey@clackamasworkforce.org with a copy by email to CONTRACTOR's primary business contact within CWP.
- 1) The email to CWP must include a brief description of the Security Breach, the type of Security Breach (e.g., electronic, data systems, paper files), the steps CONTRACTOR has taken to address the Security Breach and the contact names of CONTRACTOR staff member that CWP is to work with responding to the Security Breach.
- 2) CWP will designate a CWP staff member that will act as the CONTRACTOR's primary point of contact for further coordination of the parties' response to the Security Breach as further described below.
- B. Immediately following CONTRACTOR's notification to CWP of a Security Breach, the parties will coordinate with each other to investigate the Security Breach. CONTRACTOR agrees to fully cooperate with CWP' participation in the matter, including, without limitation: (i) conducting or assisting with any investigation; (ii) providing CWP with physical access to the facilities and operations affected; (iii) performing or facilitating interviews with CONTRACTOR's employees and others involved in the matter; and (iv) reviewing or making available all relevant records, logs, files, data reporting, and other materials required to comply with Applicable Laws, Best Industry Practices, or as otherwise required by CWP.
- C. CONTRACTOR will at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including without limitation taking any and all action necessary to comply with Applicable Laws. CONTRACTOR will reimburse CWP for all actual costs incurred by CWP in responding to, and mitigating damages and losses caused by, any Security Breach, including, but not limited to, all costs of investigation, notice, and remediation.
- D. CONTRACTOR will not inform any third party of any Security Breach without first obtaining CWP' written consent from either the Executive Director, Chief Operating Officer or Chief Program Officer. CWP will have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law, or otherwise in CWP' discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- E. CONTRACTOR agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

F. CONTRACTOR agrees to fully cooperate at its own expense with CWP in any litigation, investigation, or other action deemed necessary by CWP to protect its rights and defend its actions relating to the Use, protection, and maintenance of Personal Information.

5. Oversight of Security Compliance.

Upon CWP' request, CONTRACTOR will allow CWP or, upon CWP' election, a third party on CWP' behalf, to perform an assessment of all controls, safeguards, and information security programs in CONTRACTOR's environment in relation to all Personal Information being handled pursuant to this Agreement. CONTRACTOR will fully cooperate with such assessment. In addition, upon CWP' request, CONTRACTOR will provide CWP with the results of any audit performed by or on behalf of CONTRACTOR that assesses the effectiveness of CONTRACTOR's controls, safeguards, and information security program as relevant to the security and confidentiality of Personal Information Used during the course of this Agreement.

6. Return or Destruction of Personal Information.

At any time during the term of this Agreement, at CWP' request or upon the termination or expiration of this Agreement for any reason, CONTRACTOR will, and will instruct all Authorized Persons to, promptly return to CWP all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to CWP that such Personal Information has been returned to CWP or disposed of securely in accordance with Best Industry Practices and Applicable Laws. CONTRACTOR will comply with all directions provided by CWP with respect to the return or disposal of Personal Information.

7. Equitable Relief.

CONTRACTOR acknowledges that any breach of its covenants or obligations set forth in this Agreement may cause CWP irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, CWP is entitled to seek equitable relief in addition to any other remedy to which CWP may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity.

8. Indemnification.

Without limiting CONTRACTOR's obligations under any other term or condition of this Agreement, CONTRACTOR will defend, indemnify, and hold harmless CWP and its subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns (each, a "CWP Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, administrative proceedings, agency actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing benefit payments from any insurance providers, arising out of or resulting from CONTRACTOR's acts, omissions, or failure to comply with any of its obligations under this Agreement.

9. To the extent of a conflict between this Exhibit and the Agreement, this Exhibit will control.



I. Budget

WIOA Adult

Budget Line Item	Begin Bal	Change	Total
Program Support Personnel & Materials	99,411		99,411
Direct Personnel & Materials	94,786		94,786
Direct Participant Costs	5,803		5,803
WIOA Adult Total	200,000	-	200,000

WIOA Dislocated Worker

Budget Line Item	Begin Bal	Change	Total
Program Support Personnel & Materials	99,411		99,411
Direct Personnel & Materials	94,786		94,786
Direct Participant Costs	5,803		5,803
WIOA Dislocated Worker Total	200,000	-	200,000

Prosperity 10,000 (ARPA/P10K)

Budget Line Item	Begin Bal	Change	Total
Program Support Personnel & Materials	92,572		92,572
Direct Personnel & Materials	276,065		276,065
Direct Participant Costs	81,363		81,363
Prosperity 10,000 (ARPA/P10K)	450,000	-	450,000

DHS JOBS CAT

Budget Line Item	Begin Bal	Change	Total
Program Support Personnel & Materials	7,700		7,700
Direct Personnel & Materials	107,100		107,100
Direct Participant Costs	60,000		60,000
DHS JOBS CAT	174,800	-	174,800

NDWG Career

Budget Line Item	Begin Bal	Change	Total
Program Support Personnel & Materials			-
Direct Personnel & Materials			-
Direct Participant Costs			-
NDWG Career Total	Carryover TBD	-	-

NDWG Wildfire Recovery

Budget Line Item	Begin Bal	Change	Total
Program Support Personnel & Materials			-
Direct Personnel & Materials			-
Direct Participant Costs			-
NDWG Wildfire Recovery Total	Carryover TBD	-	-

II. Expenditure Restrictions

A. Expenditure Period

Funds provided under this Contract may only be expended during the contract term, except:



Dislocated Worker Grant Wildfire Disaster Recovery funds may only be expended through **September 30, 2023**.

B. Final Billing Dates

Due dates are subject to change if requirements are revised by the funding source. If this occurs, the changes will be communicated to the Fiscal Contact listed via email.

The final billing for all Dislocated Worker Grant Wildfire Disaster Recovery expenses through **September 30, 2023** must be received by **October 20, 2023**.

C. Cost Reimbursement

This Contract is based on a cost-reimbursement method of payment.

D. Prohibited Use of Funds

CONTRACTOR will ensure that these funds are not spent on the following items, which are addressed by WIOA or the funding source and will be subject to federal, state, and local rules:

- 1) Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special federal disaster relief assistance grant.
- 2) Expenses prohibited or unallowable under any other federal, state, or local law or regulation, including foreign travel.
- 3) General economic development and related employment generating activities.
- 4) Capitalization of businesses.
- 5) Investment in contract bidding resource centers.
- 6) Investment in revolving loan funds.
- 7) Drug testing except to facilitate the hiring process.
- 8) The wages of incumbent employees during their participation in training when funded by WIOA.
- 9) Costs associated with general agency fund-raising activities are not allowable.
- 10) Program Administration and Indirect costs are not allowable to Community Development Block Grant (CDBG) funds.
- 11) Food costs are not allowable to WIOA, not even for participants.

E. Budget Line Flexibility

Budget Line Flexibility set forth in this Section applies separately to each Funding Source Code shown within the Budget set forth in Section I. Allowable over-expenditures in a budget line item under one Funding Source Code may not be spent from any other unexpended/under-expended budget line item(s) under another Funding Source Code without a formal Budget modification.

- 1) Expenditures by Funding Source may not exceed the Total Summary Budget for the Funding Source. Fund expenditures must be used to provide services to participants eligible for and enrolled in the Funding Source program(s).
- 2) Direct cost line-item variance within a funding source that exceeds 20 percent of the total budget of the funding source requires a budget modification to the contract.
- 3) Direct cost budget variances that impact the Statement of Work and agreed upon outcomes or deliverables requires a budget modification to the contract.
- 4) Formal Budget modifications may be granted by CWP on written request from the CONTRACTOR, provided there is sufficient justification documented for the change(s) based on program objectives.



Executive Summary

This contract is between Clackamas Workforce Partnership (CWP) and Clackamas Community College (CCC) and is funded with the Workforce Innovation and Opportunity Act (WIOA) Title 1B funds and other discretionary grants.

Relationship to the CWP's Local Strategic Plan and Goals

The Local Strategic Plan, which is aligned to the State of Oregon's Workforce and Talent Development Board's Strategic Plan, outlines priorities for the local workforce system in Clackamas County. The services in this contract will support the following 2020-2024 Local Strategic Plan goals:

1. People:
Ensure that all people are competitive in a 21st century economy, reach their full potential, and meet their employment needs.
2. Business:
Align public and industry partners to enhance recruitment and retention.
3. System Awareness & Alignment:
Create a workforce ecosystem with public-private partnerships of business, education and community-based organizations that actively invest in systems change

Contractor services will also support CWP's business and sector strategies initiatives, including the Quality Jobs Initiative (<https://www.clackamasworkforce.org/for-businesses/quality-jobs-initiative/>). This approach to working with employers focuses on analyzing and identifying strategies to meet the needs of employers and support job seekers in obtaining jobs in specific, cross regional, growing industry sectors including (1) manufacturing, (2) technology, (3) healthcare, (4) construction, and (5) early learning and education. This work will be done in partnership with neighboring workforce areas through the Columbia Willamette Workforce Collaborative (CWWC). See <https://www.clackamasworkforce.org/business/cwwc/>.

To the extent possible, participants are to be placed into quality jobs that meet the quality jobs standards as outlined in the Quality Jobs framework (<https://www.clackamasworkforce.org/wp-content/uploads/2022/07/CWWC-Quality-Jobs-Framework.pdf>). The jobs ideally are to pay self-sufficient wages in safe working conditions with predictable hours and comprehensive benefits as well as meeting the specific needs of participants.

This work will include:

- Participation in sector related events both regionally and in the Clackamas area.
- Work with CWP Program Manager and Sector Leads to develop trainings that align with the sector goals and strategies.
- Promote sector related training to CWP's priority populations as outlined in the CWP local plan.



- a. Veterans
 - b. People with disabilities
 - c. Benefit recipients
 - d. Low-income
 - e. Adult basic skills-deficient
 - f. Additional populations identified through board and local engagement:
 - g. BIPOC Communities (Black, Indigenous, and People of Color)
 - h. Families living in Poverty
 - i. English Language Learners/Limited ENG Proficiency
 - j. Individuals with Background Issues/justice-involved
 - k. Long-Term Unemployed
 - l. Youth and Young Adults (16 – 24)
 - m. Rural Communities
 - n. Women
 - o. LGBTQ+, Trans, and Nonbinary Communities
 - p. People age 55 or older
- Connect participants to jobs in the targeted sectors via Regional Business Services and WorkSource Oregon - Clackamas.
 - Provide participants information about sectors and sector related career pathways.
 - Connect participants to work-based training models such as apprenticeship, OJT, and internships.

Diversity, Equity, and Inclusion

CWP is committed to the development of a more equitable and inclusive workforce system that meets the needs of all Clackamas County residents, jobseekers, and employers. CWP expects a demonstrated commitment to the principles of diversity, equity, inclusion, and accessibility (DEIA) from contracted partners. This may include participating in or attending relevant work groups; staff training and development opportunities; conferences, forums, and other special events; and/or surveys and focus groups. CWP contractors may also be asked to participate in, contribute to, incorporate, or implement new strategies for data collection and analysis; public engagement and outreach; program enrollment; case management; and customer service, with an emphasis on tools, processes, and strategies that incorporate or advance DEIA practices within the public workforce system. Lastly, CWP contractors will assist in continuous improvement activities that enhance the public workforce system and promote the infusion of DEIA in system wide practices, including through participation in the Continuous Improvement and Local Leadership teams; assisting in engaging current/former customers in advisory roles; and the development and use of customer feedback mechanisms. CWP will assist contractors in meeting these obligations, incorporating new tools and practices, and accessing relevant resources.

Business Reports

CCC will provide a quarterly report due the 20th of the month following quarter's end (April, July, Oct, Jan) to the CWP Industry Sector Leads. This report will list the names of businesses served and company contact benefiting from WIOA funded services including OJTs, customized training, and employment placements. CCC will also be expected to use a shared customer management relationship system (CRM) as directed by CWP's Business Managers. Data entry will begin once CCC staff are provided access and trained in the system.

1. WIOA Program Delivery Overview

The purpose of WIOA is to increase access to and opportunities for individuals, particularly those individuals with barriers to employment, to succeed in the labor market. CCC will serve adults and dislocated workers in priority populations who generally live and/or work in Clackamas County to help them find living wage jobs, keep those jobs, and/or advance into other jobs, with an additional special priority of service provided to veterans and their eligible spouses.

CWP, through our contractors, promotes and supports skill development of the local workforce through the local integrated model of service provision in the WorkSource Oregon - Clackamas Center. In collaboration with the Oregon Employment Department manager, staff, and partners at WorkSource Oregon – Clackamas; CCC will assist with implementing the WorkSource Oregon's Operational Standards (the vision of a comprehensive workforce system which provides a description of the minimum-level content/services(s) required) to coordinate and ensure that quality services are available to all customers.

CCC will offer and provide the participants they serve with career exploration and employment plan development services, training services (ESL, GED, soft skills development, entrepreneurial and short and long-term occupational skills training, and/or work based training), job search and job placement services (cover letter and resume writing, application assistance, interview skills coaching, salary negotiation, job matching) and support services (such as transportation, child care, books, supplies, and others) to ensure participants' successful achievement of their employment goals. The education and training outcomes achieved because of the innovative, motivational, and strength-based services provided by CCC will increase the number of adults and dislocated workers with significant barriers in gaining, retaining, and advancing in employment.

Workforce services will be provided to adults and dislocated workers, ages 18 and over, who meet the regulatory eligibility definitions for WIOA Adult and Dislocated Worker formula funds. Twelve months of follow-up retention services to individuals may also be required, depending on State guidance.

Occupations considered in-demand or with significant annual openings or vacancies will be the priority for occupational training Individual Training Account (ITA) funding. WIOA adult and dislocated worker service providers will use the Clackamas Workforce Partnership ITA Strategic Occupation List which lists occupations that can be funded with ITAs. The intention of this list is to prioritize targeted sectors and to move people into quality jobs. Occupational training programs and training providers funded with ITAs must be on the Statewide Eligible Training Provider List (ETPL). Any exceptions to the Strategic Occupation List must be brought before the CWP's Program Manager for review and consideration prior to funding. On-the-Job Trainings (OJTs) are strongly encouraged to be used for occupational training and are excluded from the Strategic Occupations List and ETPL requirement.

Directly and through partner relationships; CCC will be responsible for outreach, recruitment, registration and eligibility determination, and providing employability assessment, career coaching, job skills training, job placement, and support services.

- CCC will employ an array of innovative strategies to recruit and engage diverse and marginalized populations throughout the community including partnering with non-profits, CBOs, libraries, foodbanks, childcare centers, churches, and other organizations to promote their services and provide onsite information sessions and potential enrollment opportunities.
- CCC will implement pre- and post- surveys to learn more about how individuals and communities get connected with CCC's Workforce Development Services (WDS), what their needs are, what would be helpful for them in CCC's WDS outreach and recruitment efforts and how WDS can be a better community resource.
- CCC will provide client-centered, motivational, and strength-based intensive level services to participants. CCC's WDS will expand their skillset around best practices in case management, specifically around motivational interviewing, appreciative advising and strength-based supports. CCC will continue to work closely with their DEI office to apply an equity framework to decision-making and case management, implement participant focus feedback mechanisms to learn more about the barriers they are facing while they pursue their academic and career goals; and partner with IRCO on the information they gathered in their focus groups from immigrant and refugee populations to inform case management approaches working with diverse populations.
- CCC will encourage participants to access online tools to support and increase their skill development including soft skills.
- CCC's WDS Workforce Advisors will provide intensive case management services (contacting participants, at minimum, once every two weeks and high-intensity participants weekly) to an average caseload of 40 participants throughout the program year, measured each quarter. CCC's WDS aims to serve 200-250 participants throughout this next program year



- who are in various stages of their career journey with varying grant program opportunities.
- CCC will continue efforts to ensure continuous improvement of a customer focused service program delivery and design model.

CCC will be an active participant at WorkSource Oregon – Clackamas and in the WorkSource Oregon system, will participate in the Local WorkSource Oregon - Clackamas Leadership Team, will adhere to WorkSource Oregon Operational Standards, and will attend Clackamas Workforce Partnership’s partner meetings. CCC will promote WorkSource by identifying as a representative of WorkSource Oregon - Clackamas and must include WorkSource Oregon - Clackamas (as well as CWP) on fliers, promotional materials, and media releases. CCC will support the integrated and flexible functional staffing plan at WorkSource Oregon – Clackamas by having, at minimum, one Workforce Advisor housed full time and one Workforce Supervisor housed a minimum of one day per week at the Center. During the CCC summer term staffing on Fridays will be from 10AM to 2PM. Every effort will be made to ensure back-up will be provided if any staff member is out.

CCC’s WDS program policies or guidelines which are more restrictive than the CWP’s policies must come to the CWP via the CWP Program Manager for review and approval.

Participant Case Management File

CCC will collect program participant data using two internet-based management information systems, I-Trac, which is a system built and maintained by Worksystems, Inc, and WOMIS, which is a system built and maintained by the State of Oregon. All participant data must be input into I-Trac within 5 business days of the activity. CCC must maintain an electronic file for each participant which will detail the service history and will upload eligibility and outcome documentation into I-Trac’s document upload functionality. Additionally, information must be maintained in such detail to support the expenditure of funds.

Performance Outcomes

Participants are expected to be placed into quality jobs that meet the quality jobs standards as outlined in the Quality Jobs framework. The jobs ideally are to pay self-sufficient wages in safe working conditions with predictable hours and comprehensive benefits as well as meeting the specific needs of participants.

WIOA Performance Expectations

Performance Measure	Level
Entered Employment Rate – measured in Q2 after exit	64.7%
Employment Retention Rate – measured in Q4 after exit	70.6%
Median Earnings - measured in Q2 after exit only. Median is defined as the numerical value that separates the higher half from the lower half of earnings.	\$8416
Credential Rate - Percentage of participants who obtain a recognized postsecondary credential or diploma during participation or within 1 year after program exit.	71.0%
Measurable Skills Gain – Percentage of participants who, during a program year, are in an education or training program and who are achieving measurable skills gains.	67.52%

If performance falls below the negotiated level, CWP will take the following actions with the Contractor:

- Meet with the Contractor to assess why the performance measure(s) were not met and create a written performance improvement plan.
- If performance is not met within the expected timeframe in the written performance plan, CWP will report to the CWP’s Board which performance measure(s) have been missed.
- Review historical data and follow the considerations and recommendations of the CWP Board from the following options:
 - Review historical data and decide if course corrections are adequate and grant additional year of the contract under a corrective action plan.
 - Require other appropriate measures designed to improve the performance of the Contractor.
 - Discontinue use of the Contractor due to inability to achieve required performance levels.

2. Rapid Response

CCC and the partners of WorkSource Oregon - Clackamas are charged with providing local rapid response services to employers and workers. As the lead partner of the local rapid response team, CCC is tasked with making the following Rapid Response services available for affected employers in Clackamas County:

- Adhere to requirements in HECC's Rapid Response and Dislocated Worker Program Engagement policy.
- Identify potential layoff situations to avert lay-offs.
- Track layoff information using the Oregon Rapid Response Activity Tracking System.
- Establish communications with companies facing closures or layoffs.
- Open communications with management and labor, as appropriate.
- Conduct pre-layoff surveys of workers whenever possible.
- Conduct on-site information and referral events whenever possible.
- Support transition teams if appropriate, and time allows.
- Provide on-site job search and out-placement services, in coordination with WorkSource Oregon - Clackamas if the company is agreeable, time allows, and public safety protocols are adhered to.
- Provide outreach to workers in post-layoff situations.
- Coordinate closely with Trade Act to ensure co-enrollment occurs if the participant requests co-enrollment to access additional services.
- Work with partners to pro-actively strategize interventions to prevent potential lay-offs.

3. Clackamas Apprenticeship and Training (CAT) Program (July 1, 2023 – June 30, 2025)

CWP has received funds from Oregon Department of Human Services to provide JOBS vocational training and support services to Clackamas County TANF participants who have High School or General Equivalency Diplomas. The JOBS vocational training services will be apprenticeship focused and must result in employment. Childcare and transportation support services payments are not allowed to be paid through this grant and must be paid through the ODHS Family Coach.

This program will include a key intervention to help to create a cohort atmosphere amongst the participants who will be doing individual trainings. Participants will be encouraged to attend bi-weekly cohort meetings to help brainstorm solutions to challenges that they are facing during the transition to career track employment. Topics will include developing support systems, networking, goal setting, using the Prosperity Planner, time management, budgeting, how to access tutoring if needed, resume writing, career advancement, becoming a first-time homeowner, Individual Development Accounts, and others as needed. Participants will be encouraged to support each other with their training goals, helping each other with childcare and transportation for example, to ensure the group's successful transition to self-sufficiency. DHS funds can pay for lunch for the participants during the cohort meetings if at least 50% of the attendees are TANF participants. CCC will report the results of these cohort meetings at the monthly CAT meeting with DHS.

CCC is responsible for entering CAT participants, services, payments, and case notes into the I-Trac data management system, checking TANF eligibility in the ONE system, entering monthly attendance into DHS's TRACS system, and entering in data into the DHS outcomes data collection tool (new version will be called JOBS Outcome Indicator

or JOI system) monthly. CCC will check “CAT” as the partner agency in I-Trac. CCC must also submit monthly reports which include participant and service counts, success stories, and progress towards performance.

Annual Performance Expectations

Performance Measure	Level
Enrollment Level	20
Enrolled in Training	100%
Completion of Training	80%
Minimum Placement Wage	\$17.85

4. Comprehensive and Accessible Reemployment through Equitable Employment Recovery (CAREER) National Dislocated Worker (NDWG) (September 13, 2021 – Aug 31, 2024)

CWP has received NDWG funds to serve a total of 24 participants with at least 20 of those being parents in need of childcare to support their training completion. This CAREER NDWG was awarded by Department of Labor (DOL) to Worksystems. This grant will build on emerging public investments toward universal preschool, fill gaps in public funding for childcare, and provide supports that are necessary to implement an effective workforce-childcare program that can support families in poverty and open pathways into family-sustaining careers.

Participants eligible to receive services must be historically marginalized dislocated workers, with at least 20 in need of childcare support in order to attend occupational skills training. CCC will deliver the full array of workforce program service strategies and will work closely with the Educational Services District’s (ESD) Childcare Navigator assigned to this project to ensure at least 20 families served in this grant receive assistance in searching for and identifying childcare providers and in utilizing publicly funded childcare services for all eligible children.

Performance

Career DWG Performance	Goal
Enrollment	24
Participants Receiving Childcare Assistance	20
Employment Rate (2 nd Q After Exit)	70%
Employment Rate (4 th Q After Exit)	73%
Median Earnings (2 nd Q After Exit)	\$8300 per quarter earnings
Credential Attainment Rate	60%
Measurable Skills Gain Rate	46%

5. Wildfire Disaster Recovery National Dislocated Worker Grant (NDWG) (October 1, 2020 to September 30, 2023)

CWP has received DOL NDWG funds to serve at least 85 dislocated workers. At least 20 of the dislocated workers will be placed in disaster relief employment, 65 will receive training services, and all 85 will receive support services through this funding.

Disaster Recovery NDWGs provide disaster-relief and humanitarian assistance employment, as well as employment and training services, as appropriate, to minimize the employment and economic impact of declared disasters and emergency situations, in disaster-declared areas. These NDWG funds may also provide employment and training services to dislocated workers and other eligible participants.

An individual eligible to receive services through a Disaster Recovery DWG must be one of the following:

1. temporarily or permanently laid off as a consequence of the disaster;
2. a dislocated worker;
3. a long-term unemployed worker; or
4. a self-employed individual who became unemployed or significantly underemployed as a result of the disaster or emergency.

This Disaster Recovery DWG provides funding for the creation of disaster relief employment, which is temporary employment of eligible individuals for clean-up and recovery efforts including demolition, repair, renovation and reconstruction of damaged and destroyed structures, facilities and public lands located within the disaster area and in offshore areas related to the emergency or disaster in Clackamas County.

Participants in disaster-relief clean-up positions may be employed for a maximum of 12 months or 2,080 hours, whichever is longer.

The wages paid to temporary disaster-relief workers must be consistent with the wages of the supervising entity's other employees—permanent or temporary—performing the same or similar work. Where applicable, fringe benefits should be paid in accordance with the policies of the worksite employer.

Project participants must follow the same health and safety standards established under Federal and state law applicable to working conditions of permanent employees. To the extent that state workers' compensation law applies, workers' compensation shall be provided to project participants on the same basis as individuals in similar employment. In cases in which a project participant is not covered under a state workers' compensation law, the project participant must be provided with adequate on-site medical and accident insurance for work-related activities.

Disaster-relief worksites must be located in Clackamas County with the highest priority to clean-up the disaster area's most severely damaged public facilities and to the cleanup



and the provision of humanitarian assistance to economically disadvantaged areas within the disaster area. Note disaster relief employment will not be authorized for activities that are on private lands and/or designed to mitigate future disasters.

These NDWG funds must be in coordination with any projects administered by emergency management agencies.

CCC will track all services, data elements, payments, and case notes regarding services provided to participants enrolled in this grant in the I-Trac data management system. Quarterly reports are due to CWP by the 25th day following every quarter (Jan, April, July, October).

All WIOA performance measures apply to this funding stream.



Contract Agreement 23-24-04

CONTRACT AGREEMENT FOR WORKFORCE DEVELOPMENT SERVICES

The parties to this Agreement are Clackamas Workforce Partnership, hereinafter referred to as "CWP" or "GRANTOR," and **Clackamas Education Service District**, hereinafter referred to as the "CONTRACTOR." In this Agreement, either the CONTRACTOR or Clackamas Workforce Partnership may also be referred to individually as a "party" or jointly as the "parties", and the Contract Agreement as "Agreement" or "Contract."

Name and Address of Parties									
GRANTOR Clackamas Workforce Partnership 365 Warner Milne Rd Ste 202 Oregon City OR 97045-4073 Federal Tax ID: 93-1246270 UEI:GVT5MRAUZN2	CONTRACTOR Clackamas Education Service District 13455 SE 97th Ave Clackamas, Oregon 97015 Federal Tax ID: 93-6000229 UEI: HZJSMP8NTQ28 <input checked="" type="checkbox"/> Subrecipient Agreement (when checked) This Agreement is not for Research and Development.								
Contact Information									
For Clackamas Workforce Partnership Program Contact: Amy Zulich Black Phone: 503-657-6644 Email: amy.black@@clackamasworkforce.org Fiscal Contact: Laura Kropf Email: laura.kropf@clackamasworkforce.org	For CONTRACTOR Program Contact: Molly Aleshire Phone: 503-482-8900 Email: mollya@clackamas.edu Fiscal Contact: Marily Horn Email: mhorn@clackesd.org								
Purpose CONTRACTOR will provide workforce development services to eligible participants as described within the exhibits of this contract and in line with Clackamas Workforce Partnership' policies and procedures.									
Maximum Amount Payable \$500,000	Contract Term July 1, 2023 – June 30, 2024								
Exhibits									
This contract consists of this signature page and the following Exhibits, which constitute the entire understanding of the parties. <table style="margin-left: 40px; border: none;"> <tr> <td style="padding-right: 20px;">Exhibit A:</td> <td>Terms & Conditions and Insurance Requirements</td> </tr> <tr> <td>Exhibit B:</td> <td>Data Sharing & Privacy Agreement</td> </tr> <tr> <td>Exhibit C:</td> <td>Budget</td> </tr> <tr> <td>Exhibit D:</td> <td>Statement of Work</td> </tr> </table>		Exhibit A:	Terms & Conditions and Insurance Requirements	Exhibit B:	Data Sharing & Privacy Agreement	Exhibit C:	Budget	Exhibit D:	Statement of Work
Exhibit A:	Terms & Conditions and Insurance Requirements								
Exhibit B:	Data Sharing & Privacy Agreement								
Exhibit C:	Budget								
Exhibit D:	Statement of Work								
PY23 Funding Source Information									
WIOA Youth Program Awarding Agency: US Department of Labor Employment and Training Administration Funding Source: Workforce Innovation and Opportunity Act ("WIOA") CFDA Number: 17.259 Amount: \$500,000 Pass-through Entity: Oregon Higher Education Coordinating Commission Office of Workforce Investments ("HECC")									
High Concentration of Eligible Youth (HCEY) Awarding Agency: US Department of Labor Employment and Training Administration Funding Source: Workforce Innovation and Opportunity Act ("WIOA") CFDA Number: 17.259 Amount: \$TBD Pass-through Entity: Oregon Higher Education Coordinating Commission Office of Workforce Investments ("HECC")									





Contract Agreement 23-24-04

Regulations and Cost Principles: In performing its responsibilities under this Agreement, the CONTRACTOR hereby certifies and assures that it will fully comply with the Federal Government’s Uniform Guidance at 2 CFR Part 200 and 2 CFR Part 2900, including any subsequent amendments. The CONTRACTOR shall also comply with rules policies and procedures issued by the US Department of Labor, State of Oregon, and by the GRANTOR, including those adopted during the life of this Agreement to implement the Workforce Innovation and Opportunity Act of 2014.

Other Requirements (As Applicable):

29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements
 37 CFR Part 401, Rights to inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

The undersigned execute this Agreement on behalf of the CONTRACTOR and Clackamas Workforce Partnership and, by doing so, legally obligate and bind the CONTRACTOR and Clackamas Workforce Partnership to the terms and the conditions of this Agreement.

Authorized Signature Clackamas Education Service District		Authorized Signature Clackamas Workforce Partnership	
	7/28/2023		7/28/2023
Signature	Date	Signature	Date
Larry Didway, Superintendent		Bridget Dazey, Executive Director	



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1. Notices

All contract-related notices and payments shall be in writing and shall either be personally delivered, or sent by express delivery service, certified mail, or first-class U.S. mail postage pre-paid, or email, and addressed to the contact information outlined in this Agreement.

2. Funding Availability

Each disbursement of funds under this Agreement is conditioned on the availability of federal, state and local funds and is subject to termination due to lack of funds or authorization. When CWP is notified of any funding or regulatory changes, CWP will provide the CONTRACTOR notice of changes within 30 days of CWP notification.

3. General Reporting Requirements

CONTRACTOR shall submit all financial, I-Trac (further described in Section 35 below), program performance, and all other reports required by CWP in accordance with the specified time frames in this contract. CONTRACTOR shall provide CWP with access to all records and data necessary to verify or clarify information requested or provided in such reports. Failure to submit reports by specified timeframes or provide adequate substantiation of reports as specified by CWP may result in suspension of payments to the CONTRACTOR until such time as all delinquent obligations are fulfilled.

Additionally, if CONTRACTOR fails to comply, CWP may take action in accordance with Section 12.

4. Program Objectives

CONTRACTOR must meet program objectives outlined in Statement of Work exhibit.

5. Administrative Capability

Upon request, CONTRACTOR will provide CWP with the most current version of administrative documentation necessary to document capacity and conduct annual monitoring reviews. This may include such documents as:

- A. Annual Audited Financial Statements
- B. Annual Audited Financial Statement with OMB-133 Compliance
- C. Conflict of Interest Policies
- D. Corrective Action Plan(s)
- E. Cost Allocation Plan(s)
- F. Federal Negotiated Indirect Cost Rate
- G. Grievance Policies, Procedures
- H. Management Letter
- I. Personnel Policies
- J. Procurement/Purchasing Policies
- K. Timekeeping Policies
- L. Travel and Expense Policies

6. Procurement Policies and Procedures

CONTRACTOR shall comply with the applicable regulations and cost principles outlined in this Agreement, or with its own procurement procedures, whichever is more restrictive.

The Uniform Administrative Requirements (2 CFR 200.317-36) require all recipient procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition.

In compliance with Executive Orders 12876, 12900, 12928 and 13021, CONTRACTOR is strongly encouraged to provide subcontracting opportunities for Historically Black Colleges and Universities, Hispanic Serving Institutions, Tribal Colleges and Universities; and small businesses, minority-owned firms, and women's business enterprises.

7. Expenditure Restrictions

A. Allowable Activities

CONTRACTOR must use and expend the funds awarded hereby solely to implement the project described in the Statement of Work exhibit, in accordance with the Budget Exhibit, and within limitations outlined in those documents. CONTRACTOR may not use or expend the Contract funds in violation of the limitations and restrictions set forth in this Agreement.

B. Budget Limitations

CONTRACTOR shall be paid only within the established contract Budget and the related Budget Line Flexibility outlined in the Budget Exhibit. All costs must be reasonable, necessary, allowable and allocable as defined by federal and State of Oregon laws and rules, including applicable OMB Circulars, Pass-Through Entity (the "Pass-Through Entity", if any, is identified on the signature page of the Contract), and CWP policies and procedures.

C. Dual Payment

CONTRACTOR shall not be compensated twice for costs incurred under this Agreement. Costs may be shared by other sources of funds to achieve the outcomes described in this Agreement, in accordance with generally accepted accounting principles.

D. Travel Policy

Pursuant to 2 CFR 200.475(a), CONTRACTOR must have policies and procedures in place compliant with the requirements of the Federal Travel Regulations for all travel expenditures reimbursed under this Agreement.

E. Rebates

The CONTRACTOR agrees to advise CWP, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by funds under this Contract. Appropriate action shall be taken to proportionately reimburse the Awarding Agency from such income (the "Awarding Agency," if any, is identified on the signature page of the Contract).

F. Construction, Remodeling, or Renovation

The funds provided under this Contract must not be spent for construction, remodeling, renovation, or purchase of facilities.

8. Payment Request Process

The CONTRACTOR must submit a timely and accurate payment request in accordance with this Contract that includes a completed and signed CWP Microsoft Excel billing workbook that reports expenditures by the funding sources and Line Items and any required supporting documentation.

Upon receipt of the CONTRACTOR'S payment request with the required documentation, CWP will review the request for accuracy and compliance with the Contract Agreement. Accurate, and if necessary, corrected, billing workbooks and any required supporting documentation are due to CWP by the close of business on the 20th day of the month or the following business day if the 20th falls on a weekend or holiday. Accurate, and if necessary corrected, billing workbooks and supporting documentation received after the 20th day of the month will not be processed for CWP funders and pass-through entities' current billing cycle.



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Due to the requirements of many of CWP funding sources, payment shall be processed in the normal course and manner for CWP accounts payable, and will be paid as soon as administratively possible following CWP receipt of payment from all funders and pass-through entities providing the funds for CONTRACTOR's services under this contract.

CONTRACTOR shall minimize the time elapsing between receipt of funds from this Agreement and the disbursement of these funds in order to maintain a minimum cash balance. Interest earned shall be accounted for as program income. This treatment of interest does not allow the CONTRACTOR to ignore the requirements or intent of these cash management requirements.

Payment shall not be construed as a waiver of CWP right to challenge CONTRACTOR's performance under this Agreement and to seek appropriate legal remedies.

9. Financial Documentation

CONTRACTOR shall retain original expense documentation, including proof of payment and accrued liabilities. Documentation shall include canceled checks, invoices annotated with date paid, check number, annotated receipts, payroll ledgers, and accounts payable ledgers. All documentation will have appropriate approval signatures. Documentation of costs which are allocable to more than one line item and/or which are only partially allocable to the contract Budget shall be annotated with amounts allocated to each source.

All direct costs that are charged to this Contract shall be for reasonable and necessary activities relating to the Contract. All costs not charged as a direct cost must be justified by the application of an allowable Indirect Cost Allocation Plan and/or allocation methodology. CONTRACTOR shall maintain written cost allocation plans for all allocated costs charged to this contract. All costs applied to this Contract must be consistent with the requirements of Federal Regulations including 2 CFR Part 200. All allocation methodologies and costs pertaining to this Agreement are subject to CWP review and approval before reimbursement through CWP.

For participant direct payments, the CONTRACTOR is responsible for documenting payments in accordance with applicable CWP policies and procedures and for reporting detail as required by the Funder (the "Funder" is the Pass-Through Entity, the Awarding Agency, or, if both are identified in the Contract, collectively, both). CWP will notify CONTRACTOR when there are specific reporting requirements and if it has actual knowledge of any changes to the specific reporting requirements.

Copies of all source documentation for expenditures related to this contract including any documentation related to matching or leverage funds must be available to CWP upon request. Any additional documentation requirements will be specified in this Contract.

10. Financial Management Standards

The CONTRACTOR shall maintain a financial and administrative system which complies with the standards in the most recent versions of appropriate Uniform Administrative Requirements and 2 CFR Part 200. CONTRACTOR shall maintain a separate accounting of funds received and disbursed under this Contract. All accounting for this Contract shall be maintained within the CONTRACTOR's primary financial accounting system.

The CONTRACTOR's financial systems shall allow for effective fiscal and internal controls and accountability for funds, property, and other assets to ensure they are used solely for authorized purposes. CONTRACTOR shall maintain all data elements used in required reports in accordance with established program definitions.

The CONTRACTOR's financial systems will be maintained in accordance with Generally Accepted Accounting Principles and will be in compliance with all legal and contractual requirements.

The CONTRACTOR's financial system shall:

- A. Follow consistent rules for aggregation of detailed data to summary level.
- B. Compare budgeted amounts to actual expenditures including proper charging of costs and cost allocations.
- C. Contain information pertaining to Contract and contract awards, obligations, unobligated balances, assets, liabilities expenditures, income, program income, matching funds, leveraged resources and stand-in costs.
- D. Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable laws and regulations.
- E. Provide the accurate, current, and complete disclosure of all expenditures including but not limited to those from, grants, contracts or agreements.
- F. Show the distribution of Contract-funded personnel time by fund.

11. Financial Audits and Compliance Monitoring

The CONTRACTOR shall adequately evaluate and monitor its own programs on a regular basis and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud, and abuse.

If it is determined through audit or other means that the CONTRACTOR has violated or permitted violation of the terms or conditions of this Agreement, the CONTRACTOR shall repay to CWP the amount of funds directly related to that violation, as determined by such auditor or CWP.

A. Financial Audits

CONTRACTOR must comply with federal audit requirements found at 2 CFR Part 200.500-521, and Appendix X and XI.

If CONTRACTOR expends an aggregate of \$750,000 or more in federal funds annually, CONTRACTOR must conduct an annual organization-wide financial and compliance audit in accordance with the above federal rules.

Unless specifically authorized by CWP in writing, CONTRACTOR shall submit the audit report to CWP no later than thirty (30) calendar days after receipt of the report or within one hundred twenty (120) calendar days following the close of the CONTRACTOR'S fiscal year, whichever is sooner. Audits performed under this section are subject to review and resolution by CWP or its authorized representative.

The CONTRACTOR shall, in accordance with CWP timelines, be responsible to resolve and respond to any and all issues that relate to audits of activities that are funded through this Agreement.

B. Compliance Monitoring

CONTRACTOR will support all program compliance monitoring activities, including but not limited to CWP annual program, fiscal, and file compliance reviews, State of Oregon annual monitoring and Data Element Validation reviews, as well as any Department of Labor or other Funder monitoring activities. CONTRACTOR will allow federal, State of Oregon and CWP staff or their designees to monitor program and administrative compliance via an on-site review.



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CONTRACTOR shall, upon request, provide sufficient and appropriate staff time necessary to conduct all ongoing program and administrative monitoring activities, including but not limited to the on-site review, and regular monitoring reporting, including access to all necessary records.

CONTRACTOR shall resolve and respond to any and all issues that relate to the monitoring of the workforce development activities that are funded through this Agreement.

C. Additional Audits and Compliance Requirements.

CONTRACTOR will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations.”

CONTRACTOR will monitor expenditures to date on a monthly basis to ensure that the budget-to-actual amounts demonstrate expenditure rates that are consistent with the percentage of the program year that has transpired. CONTRACTOR will pay particular attention to all participant cost categories to ensure that adequate investments in participants are being made throughout the program year.

Where CONTRACTOR has issued subcontracts under this Contract, CONTRACTOR must have a monitoring policy in place to ensure that expenditures meet funding requirements, program performance goals are being met, and participant eligibility requirements are followed. CONTRACTOR will monitor all subcontractors to ensure compliance and where a subcontractor has monitoring findings a course of corrective action is to be taken and resolution validated.

12. Disallowance of Payments

If it is determined through audit, monitoring or other means that the CONTRACTOR has received payments which are questioned by CWP the CONTRACTOR shall be notified and given the opportunity to justify questioned payments prior to CWP final determination of disallowed payments. The CONTRACTOR agrees to participate in and be bound by disallowed cost determinations arising out of CWP disallowed cost resolution process.

If a Contract payment is disallowed, CONTRACTOR shall repay the full amount of the disallowance to CWP within thirty (30) calendar days of receipt of request, or other time schedule as determined by CWP.

CWP failure to either discover or act upon a breach of this Agreement shall in no way relieve the CONTRACTOR of its obligation to repay disallowed costs.

If the CONTRACTOR fails to comply with any of the requirements, terms, or conditions of this Agreement, CWP may, at its discretion, suspend, withhold, or disallow all or any portion of amounts otherwise payable under this Agreement

13. Records Standards, Access to Records and Record Retention

A. Records Standards

The CONTRACTOR agrees to maintain records that will provide accurate, current and complete disclosure of the status of each program, including, but not limited to, participants, financial, and program operations. The books of account and records must be maintained in sufficient detail to permit the Awarding Agency, the Pass-through Entity (if applicable), CWP and their duly authorized

representatives to verify how the contract funds were expended or utilized. CONTRACTOR shall safeguard and maintain the confidentiality of all program records and documents through proper accounting and program procedures and practices. CONTRACTOR must comply with the standards in the most recent versions of appropriate Uniform Administrative Requirements and CWP policies and procedures.

B. Record Storage and Access

Records shall be retained and stored in a manner that will preserve their integrity and admissibility as evidence in any audit/litigation or other proceeding. The burden of production and authentication of the records shall be on the custodian of the records. The CONTRACTOR will maintain a plan for record recovery should critical records be lost.

After reasonable notice, at any time during normal business hours and as often as CWP may deem necessary, the CONTRACTOR shall make available for examination all its records relating to all matters covered by this Agreement to the named entities and representatives identified in Section 27.B. of this Agreement.

This provision includes access to the CONTRACTOR's personnel for the purpose of interview and discussion of such documents, and the delivery of all the documentation to a location designated by CWP for purposes of review. The rights of access are not limited to the required retention period or agreement term but shall last as long as records are retained.

If record storage is located other than at the CONTRACTOR'S principal place of business the CONTRACTOR shall inform CWP in writing of the exact location where all records, reports, and other documentation and physical evidence are to be retained; the original records shall remain the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR will inform CWP in writing of any location changes prior to the date the records, reports and other documentation and physical evidence are moved. Any storage of the records, reports and other documentation beyond the boundaries of CWP service delivery area shall require prior written approval from CWP.

If the CONTRACTOR entity ceases operations, the CONTRACTOR shall provide an inventory of and all the records, reports and other documentation covered under this and any previous agreements between CONTRACTOR and CWP to CWP.

C. Record Retention Timeframes and Destruction Requirements

Federal record retention requirements applicable to this Agreement are found at 2 CFR 200.334-338. The CONTRACTOR shall retain all financial and other required records and supporting documents as follows:

- 1) Retain all records pertinent to this Agreement, interagency agreements, contracts or any other award, including financial, statistical, or other pertinent records, and supported documentation, for a period of at least three years after the acceptance of the final expenditure report (closeout) for that funding period by the Awarding Agency. CWP will notify CONTRACTOR of the record destruction date when the final expenditure report has been issued and approved.
- 2) Retain all records on non-expendable property for a period of at least three (3) years after final disposition of property.



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- 3) Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the three-year period identified in 13.C.1) above shall apply.
- 4) Retain all records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees and applicants for employment as required in 13.C.1) above. Participant files should be organized and stored by program year using the participant's year of exit.
- 5) Retain records regarding complaints and actions taken on the complaints for a period of not less than three (3) years from the date of resolution of the complaint.
- 6) Retain all records beyond the required period if any litigation or audit has begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained until the litigation, audit or claim has been resolved or the specified destruction date, whichever is longer.

In the event that more than one of the record retention periods identified above applies, the CONTRACTOR will comply with the longest applicable record retention period. After the record retention period has passed, any records destroyed must be commercially shredded.

D. Limitation of Public Access to Records

If disclosure of trainee records is requested by the public, current confidentiality or non-disclosure standards in ORS 192 and OAR 589-020-0330, pertaining to records of participants, shall apply. Personal information may be made available to other service providers on a selective basis consistent with the participant's signed "Release of Information" form. Trade secrets, or commercial or financial information, that is obtained from a person and privileged or confidential shall not be available to the public.

E. Fees for Requests for Records

CONTRACTOR may charge fees sufficient to recover costs applicable to the processing of requests for records.

14. Contracts and Assignments

The CONTRACTOR shall not assign or transfer any interest in this Agreement in whole or in part, or any right or obligation hereunder, without the prior written approval of CWP.

If approved, any contract entered into by the CONTRACTOR is not an obligation of CWP. The CONTRACTOR shall not represent that it has the power or authority to obligate CWP. No approval by CWP of any assignment or transfer shall be deemed to create any obligation of CWP in addition to those set forth in this Agreement. In no case shall such consent relieve the CONTRACTOR from the obligation under, or change the terms and conditions of, this Agreement, unless otherwise provided. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

CWP has the right to assign all Contract rights and responsibilities at any time by giving written notice of assignment to the CONTRACTOR.

Any work or services subcontracted hereunder shall be specified by a written contract, which shall be properly executed. Any entity that receives a subcontract must provide CONTRACTOR with their Unique Entity Identifier (formerly DUNS) and be registered in the System for Award Management (www.sam.gov) prior to contract execution; the Unique Entity Identifier (UEI) must be maintained in the contract file

and be available for review upon request. The CONTRACTOR shall provide a copy of the contract and any modifications to CWP, upon request.

The failure by CWP to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

The CONTRACTOR remains responsible for assuring compliance by such delegates with requirements of the funding sources provided by or through CWP, federal, State and local laws, regulations, policies, procedures and this Contract.

The CONTRACTOR shall conduct a program and fiscal monitoring of its subcontractors in accordance with CONTRACTOR monitoring policies and procedures. CONTRACTOR shall provide CWP with a copy of its monitoring policies, procedures, and schedule for approval. All program and fiscal monitoring reports for subcontractors of the CONTRACTOR will be provided to CWP for review and approval.

15. Independent Contractor; Responsibility for Taxes and Withholding; and Retirement

CONTRACTOR is not an "officer", "employee", or "agent" of CWP, as those terms are used in ORS 30.265.

The CONTRACTOR shall perform all required work as an independent CONTRACTOR and in accordance with but not limited to: Personal Income Tax Laws (ORS Chapter 316); Workers' Compensation Laws (ORS Chapter 656); Wages, Hours and Records Laws (ORS Chapter 652); Conditions of Employment Laws (ORS Chapter 653); Safety and Health Regulations (ORS Chapter 654); and Unemployment Insurance (ORS Chapter 657); conditions concerning payment, contributions, liens, withholding (ORS 279B.220;) condition concerning payment for medical care and providing workers' compensation (ORS 279B.230); condition concerning hours of labor (ORS 279B.235); State contracting agencies to use recovered resources and recycled materials; notice to prospective contractors (ORS 279B. 270); conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints (ORS 279C.515); all regulations and administrative rules established pursuant to the foregoing laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

CONTRACTOR shall be responsible for all federal or state taxes applicable to compensation or payment paid to CONTRACTOR under this Agreement and unless CONTRACTOR fails to provide their correct Taxpayer Identification Number (TIN), CWP will not withhold from such compensation or payments any amount(s) to cover the CONTRACTOR's federal or state tax obligations. CONTRACTOR is not eligible for any Social Security unemployment insurance or workers' compensation benefits from compensation or payments paid to CONTRACTOR under this Agreement, except as a self-employed individual.

16. Employee and Participant Status and Rights

A. Non-Employee Status of Trainees

Trainees in programs under this Agreement shall not be deemed federal, state, city or CWP employees, and shall not be subject to the provisions of law pertaining to employment by any such government.

B. Employment Terms, Benefits and Working Conditions

All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under



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this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.

C. Worksite Standards and Safety

Conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, COVID-19 exposure risks, and proficiency of the trainee.

Trainees enrolled under this Agreement shall be adequately supervised during training hours, be informed about their rights and responsibilities in reporting unsafe training or working conditions and training- or work-related illnesses and injuries, and be provided with safe training conditions which, at a minimum, shall conform to the health and safety regulations established by the State of Oregon and the Occupational Safety and Health Administration. Health and safety standards established under state and federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants.

D. Charging of Fees to Participants

No person or organization, including private placement agencies, may charge a fee to any individual for referral to or placement in training or employment programs.

E. Grievance Procedures

The CONTRACTOR agrees to adopt procedures for hearing and resolving grievances and complaints arising out of this Agreement, in conformance with CWP established policies and procedures. Procedures must comply with rules implementing the Workforce Innovation and Opportunity Act (WIOA).

The CONTRACTOR shall abide by Final Determinations issued under CWP, state or federal grievance processes. Participants receiving services must read and sign a copy of the CONTRACTOR's Grievance Procedure which shall be kept in the participant's file.

17. Performance Failure

In the event CONTRACTOR fails to perform under this Agreement, CWP may take action in accordance with CWP Contract Monitoring policies provided or made available to CONTRACTOR, or if CONTRACTOR fails to take directed corrective action terminate or suspend the Contract (Section 28.B Termination for Cause).

CWP may also pursue any remedies available under this Agreement, at law or in equity. Such remedies include but are not limited to: termination of this Agreement effective upon written notice to CONTRACTOR, return of all or a portion of the Contract funds associated with the failure to perform, and declaration of the CONTRACTOR's ineligibility for the receipt of future awards from CWP. If, as a result of an Event of Default (Section 28.B Termination for Cause), CWP demands return of all or a portion of the Contract funds, CONTRACTOR shall pay the amount to CWP upon CWP demand.

18. Indemnification and Hold Harmless

To the extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless CWP, its Board of Directors, the Workforce Investment Board, the Awarding Agency, the Pass-Through Entity (if applicable), and their respective directors, officers, agents, representatives, and employees (the "Indemnified Parties"), from, for, and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the acts or omissions of the CONTRACTOR or the CONTRACTORS employees,

agents, or subcontractors work under this Agreement, including but not limited to, CONTRACTOR or the CONTRACTOR's employees' or subcontractors' failure to comply with COVID-19 Safety Requirements then in effect and as applicable.

Nothing in this Section 18 requires the CONTRACTOR to indemnify the Indemnified Parties against liability for damages by the negligence or misconduct of the Indemnified Parties. The CONTRACTOR, however, will be required to indemnify the Indemnified Parties to the extent that damages arise from the fault, negligence, or misconduct of the CONTRACTOR or the CONTRACTOR's employees, agents, or subcontractors.

Notice shall be promptly submitted to CWP of any action brought against the CONTRACTOR resulting from or related to this Agreement.

19. Equal Employment Opportunity and Nondiscrimination

The CONTRACTOR shall not exclude from participation, discriminate against, or deny employment services or benefits to any person, including trainees, in the administration of or in connection with any program administered by the CONTRACTOR on the grounds of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, application for Worker's Compensation benefits, youth offender (ORS Chapter 419A.004), sexual orientation or perceived sexual orientation, gender identity, or association with any person with, or perceived to have one or more of the above named characteristics, and for beneficiaries only, citizenship, or participation in the program funded under this Agreement. The CONTRACTOR shall take action to ensure that qualified applicants from groups which have historically been denied equal opportunity for employment because of the above factors shall be provided access to and encouraged to participate in employment and training activities.

CONTRACTOR will comply with all federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to work under this Contract, including but not limited to the following:

- 1) Section 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities;
- 2) Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as amended;
- 3) Age Discrimination in Employment Act of 1967 and Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on basis of age;
- 4) Americans with Disabilities Act of 1990 (ADA) Public Law 101-336 and ORS 659A.142, as amended;
- 5) Section 188 of the Workforce Innovation and Opportunity Act (WIOA);
- 6) Nontraditional Employment for Women Act of 1991;
- 7) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on basis of sex in educational programs;
- 8) Health Insurance Portability and Accountability Act of 1996;
- 9) Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended;
- 10) Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255), as amended relating to nondiscrimination on the basis of drug abuse;



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- 11) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 12) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- 13) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act 42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- 14) 29 CFR Parts 33 and 37 (If Contract includes DOL funds);
- 15) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made;
- 16) If operating within the City of Portland, (IV) 23.01.070 and 23.01.050 of the Code of the City of Portland; and
- 17) The requirements of any other nondiscrimination statute(s) which may apply to the application.

CONTRACTOR expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

Further, CONTRACTOR shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of this Contract and the method of filing a complaint in regard to such.

CONTRACTOR will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear in publications, broadcasts and other communications as outlined in the applicable Uniform Administrative Requirements. Where such materials indicate the CONTRACTOR may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by the CONTRACTOR, as required.

20. Responsibility for Legal Compliance

It is the responsibility of the CONTRACTOR to comply with the following:

A. Limitations on Union or Anti-Union, Sectarian, Religious, Political or Lobbying Activities

No funds under this Agreement shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.

These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying.

The CONTRACTOR agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility which is used or may be used for sectarian instruction or as a place of religious worship.

B. Applicable Laws, Regulations, and Policies

All other applicable, and presently existing or subsequently created or enacted, federal, state and local laws, regulations, executive orders, ordinances and policies and appropriate U.S. Office of Management and Budget Circulars required by the Awarding Agency and the Pass-Through Entity (if applicable), and/or other applicable grants as related to activities under this Contract. This includes all applicable policies of CWP.

C. Fraud Notification Requirements

CONTRACTOR must comply with CWP requirement that all suspected incidents of fraud, abuse, or other criminal activity must be immediately reported on the same business day as the complaint was made or the incident discovered. CONTRACTOR will conform to CWP established policies and procedures for reporting and resolution.

21. Maintenance of Effort

No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.

22. Nepotism

CONTRACTOR shall comply with 20 CFR 683.200(g) and federal and State nepotism rules implementing WIOA. No individual may be placed in an employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

No member of the immediate family of any officer, agent, director, partner or employee of the CONTRACTOR shall receive preferential treatment for enrollment in services or training provided by, or employment with the CONTRACTOR.

The term "immediate family" means wife, husband, life/domestic partner, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandparent, stepparent, and stepchild. This includes aunts, uncles, nieces and nephews by blood or formal adoption only, but not such relationships by marriage.

23. Code of Conduct

CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by funds received in connection with this Contract if a real or apparent conflict of interest as defined by ORS Chapter 244 would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family (see Section 22) or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

The officers, employees, and agents of the CONTRACTOR shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, CONTRACTOR



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may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the CONTRACTOR. No officer, employee or agent, any member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, shall financially benefit from the activities of any program participant or applicant.

24. Patents and Copyrights

The CONTRACTOR shall comply with the standards in 2 CFR Part 200 for the development, licensing, distribution and use of product(s) and material developed with this Contract.

A. Patents

The CONTRACTOR and CWP agree that this Contract shall be governed by Public Law 98-620, by the government wide regulations issued by the Department of Commerce at 37 CFR Part 401 for patents and inventions and implements Awarding Agency regulations. In accordance with these provisions, CONTRACTOR and CWP agree to promptly report all inventions made in the course of or under this Contract.

In the event that a patent application on such an invention is filed, CONTRACTOR hereby grants CWP and the Awarding Agency and Pass-Through Entity a non-exclusive, non-transferable, royalty-free license for research and educational purposes only.

B. Copyrights

The CONTRACTOR agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this agreement without the consent of the copyright owner, unless it obtained specific written approval from CWP for the inclusion of such copyrighted materials.

25. Public Information

Whenever written or verbal information related to the services provided through this Contract is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the CONTRACTOR shall acknowledge and name CWP and the Awarding Agency as providing funding for the services provided through this Contract. Additional applicable public disclosures requirements may be described in contract exhibits.

26. Governing Law, Venue, Consent to Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

Any claim, action, suit or proceeding (collectively, "Claim") between CWP and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

27. Assurance

By signing this Agreement, the authorized representative certifies that the CONTRACTOR:

A. Financial Capability

Has the legal authority to apply for federal, state or local assistance, enter into this Contract Agreement, and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project(s) described in this Agreement.

B. Access to Records

Will give CWP, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of the CONTRACTOR including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper allocation of costs. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.

C. Conflict of Interest

Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Every reasonable course of action shall be taken by the CONTRACTOR in order to maintain the integrity of this expenditure of CWP funds and to avoid any favoritism or questionable or improper conduct.

D. Complete the Work

Will initiate and complete the work within the applicable time frame after receipt of approval from CWP.

E. Political Activities

Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. In addition, the CONTRACTOR agrees to comply with, where applicable, Public Law 101-121, which prohibits influencing federal financial transactions.

Shall not use funds provided under this Contract for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself. Nor shall grant funds be used to pay the salary or expenses of any CONTRACTOR staff or agent, related to any activity designed to influence legislation, appropriations regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by



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an agency or officer of the state, local, or tribal government in policy making and administrative processes within the executive branch of the government.

F. Debarment and Suspension

As required by Executive Orders 12549 and 12689 and 2 CFR 200.214 regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:

- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- 2) Have within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,
- 4) Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall provide an explanation to CWP.

28. Contract Termination

A. Termination for Convenience

This Agreement may be immediately terminated by the mutual consent of the parties.

Either party to this Agreement may terminate the agreement without cause by delivering a thirty- (30) day written notice of intent to terminate to the other party.

CWP may terminate this Agreement for convenience by delivering to CONTRACTOR at least three (3) days advance written notice of its intent to terminate if CWP funding or other resources for programs serviced under this Agreement are withdrawn, suspended, or otherwise altered due to COVID-19.

B. Termination for Cause

CWP may terminate or modify this Agreement, in whole or in part, in writing, immediately upon notice to CONTRACTOR, or at such later date as CWP may establish in such notice, upon the occurrence of any of the following events:

- 1) CONTRACTOR'S misuse of funds provided under this Agreement or any other agreement CONTRACTOR has with CWP. Misuse of funds includes any unauthorized or inappropriate use of contract funds that violate federal, state or local laws or regulations.
- 2) CWP fails to receive funding at levels sufficient to allow the purchase of the indicated CONTRACTOR services;

- 3) Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the services under this Agreement are prohibited or CWP is prohibited from paying for such services from the planned funding source;
- 4) CONTRACTOR no longer holds any license or certificate that is required to perform the work;
- 5) Significant changes in CWP priorities, as indicated by direct action of the Board of Directors of CWP.
- 6) CONTRACTOR, through any cause, has failed to perform in a timely and proper manner its obligations, in whole or in part, under this Agreement, has failed to make sufficient progress towards its objectives, or has violated any of the covenants, agreements, or stipulations of this Agreement. In this event, CWP shall notify the CONTRACTOR of the intended action in writing and specify the effective date thereof.

C. Termination Procedures

In the event of early Contract termination for whatever reason, and after receipt of the Notice of Termination, the CONTRACTOR shall stop work as specified in the notice and cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. The CONTRACTOR will not enter into any further subcontracts and will not place any further order.

In addition, the CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination, to the extent that they relate to the performance of any work terminated by the Notice. With respect to such canceled commitments, the CONTRACTOR agrees to settle all outstanding liabilities and all claims arising out of such cancellation of commitments or ratify all such settlements.

Further, upon termination, CONTRACTOR shall deliver to CWP all documents, information, work-in-progress and other property as detailed in this contract and its exhibits.

D. Payment after Termination

In the event of early Contract termination initiated by either party for whatever reason, the CONTRACTOR shall only be entitled to receive reimbursement for costs incurred for services provided prior to the Contract termination date. It is understood that performance in compliance with the Statement of Work exhibit is a prerequisite to receiving payment.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to CWP for damages sustained by CWP by virtue of any breach of this Agreement by the CONTRACTOR, and CWP may withhold any payments to the CONTRACTOR for the purpose of offset until such time as the exact amount of damages due CWP from the CONTRACTOR is determined.

E. Close Out Responsibilities and Procedures

Upon notice of termination or expiration of this Agreement, regardless of the reason, CONTRACTOR will work with CWP to establish an acceptable close-out plan which will include both program and administrative components and associated due dates that ensure a smooth transition and compliance with all state and federal requirements.

The plan will include, but is not limited to, activities that ensure participants are transferred to another similar program with the



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least amount of disruption possible; participant files and all financial records are updated and assurances in place of record retention provisions; the timeline for submission of final invoices, quarterly reports, leveraged funds, performance reports and updating I-Trac data; and when applicable, accounting of program income, stand-in costs and match funds are in place.

29. Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto. Any amendments to this Agreement or its attachments shall be effective only when they are reduced to writing and duly signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Notwithstanding the foregoing, all amendments created solely to incorporate new laws, rules, guidelines or policies adopted by authorities providing funding to CONTRACTOR through CWP shall bind both parties if signed by only CWP.

30. Force Majeure

Except as hereinafter provided in this Section, no delay or failure in performance by CWP shall constitute a default under this Agreement if the delay or failure is caused, in whole or in part, by a Force Majeure Event. A "Force Majeure Event" means any event beyond the control of CWP and that CWP is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, pandemic, medical epidemic, explosions and other catastrophes, governmental actions or orders, national emergency, war, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy.

31. COVID-19 Safety Requirements

The novel coronavirus ("COVID-19") is a contagious disease that has been declared a global pandemic by the World Health Organization. National, state, and local governmental and health authorities have issued certain health and safety requirements and guidance for the general public and for some specific events or businesses to mitigate the risk of exposure to and transmission of COVID-19. CONTRACTOR attests that it is knowledgeable of and understands all current and applicable legal requirements and guidance concerning COVID-19 health and safety practices (collectively "COVID-19 Safety Requirements") and plans to implement and require COVID-19 Safety Requirements in connection with the purpose of this Agreement. CONTRACTOR understands that the COVID-19 Safety Requirements may change from time to time and acknowledges and understands that CONTRACTOR is responsible for ensuring that worksites selected for participant work-based training programs maintain full compliance with all COVID-19 Safety Requirements at all times in connection with the purpose of this Agreement.

By appropriate written agreement, the CONTRACTOR shall require CONTRACTOR's subcontractors to be bound to the CONTRACTOR by terms of this Section's COVID-19 Safety Requirements and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for ensuring and requirement compliance of all COVID-19 Safety Requirements in connection with this Agreement. Each subcontractor agreement shall reserve and protect the rights of CWP under this Agreement with respect to any issues related to COVID-19 so that subcontracting will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the CONTRACTOR that the CONTRACTOR, by this Agreement, has against CWP.

32. Financial Billing and Reporting Requirements

A. Billing Due Dates

CONTRACTOR shall submit monthly to CWP Administrative Contact all contract billings by the 20th day of the month following the period billed.

B. Final Billing for Close-Out

All Contract billings, unless otherwise stated in Exhibit C, shall be submitted by 45 days after end of contract. This will constitute the final contract billing request for each contract referencing this Agreement. No charges submitted more than 45 days after end of this contract will be reimbursed. CWP may, at its discretion, withhold payment of the final invoice until all close-out requirements have been met in accordance with Section 28.E.

C. Interim Billing Dates.

All Contract billings for the period through June 30 of any year will be submitted no later than August 15 of that year. This will constitute the final Agreement billing request for this time period. No charges submitted after this date will be reimbursed for any time period preceding June 30 of any year.

D. Financial Status Reports

If required by the funding source, Financial Status Reports for the calendar quarter must be received by CWP by the 20th day of the month following the end of the quarter. Expenditure data is required to be reported on an accrual basis. CWP will provide CONTRACTOR with the Financial Status Report workbook to be used for this purpose.

33. Expenditure Restrictions

A. Cost Reimbursement

This Agreement is based on a cost-reimbursement method of payment unless otherwise noted in the Budget exhibit.

B. Purchase and Maintenance of Equipment

Equipment or capital outlays may not be purchased with contract funds provided under this Agreement unless expressly allowed for in the Budget Conditions.

When allowed, all purchases must comply with 2 CFR 200.310-327, State, and CWP property policies. The CONTRACTOR shall obtain CWP written approval before purchasing equipment which has a useful life of more than one year. For equipment purchases with an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, Awarding Agency approval is required and will be sought by CWP upon written request from CONTRACTOR. CONTRACTOR may not purchase equipment in the last year of performance. If any approved acquisition has not occurred prior to the last year of performance, approval for that item(s) is rescinded.

CONTRACTOR shall maintain an up-to-date inventory listing of all equipment and other assets purchased by CWP for the CONTRACTOR's program or purchased by CONTRACTOR with funds provided under each contract referencing this Agreement. CONTRACTOR shall implement adequate maintenance procedures to keep such property in good condition.

Inventory records must include the following data on each item with an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, and/or for those items directed by CWP to be included in the inventory: Description; serial number; title holder; acquisition date and cost; percentage of federal participation in the cost; location, use, and condition of the property; and any ultimate disposition data including date of disposal and sale price. The CONTRACTOR

shall conduct an annual physical inventory of such property for submission to the CWP Administrative Contact at the end of each fiscal year.

Equipment purchased with funds under this Agreement shall be intended for use and benefit of participants and activities under this Agreement.

Ownership of all inventoried equipment directly charged to the funds under this Agreement and other assets purchased by CWP for the CONTRACTOR's Program rests with CWP. CWP may take possession of all such property at any time during and upon termination or expiration of this Agreement. All such property shall be returned to CWP within thirty (30) days after the contract has terminated or expired unless otherwise authorized by CWP.

C. Consultants

Consultant fees paid under this Agreement shall be limited as provided in Federal Acquisition Regulation Clause 31.205-33 or other applicable state or federal law. The current limitation for Federal funds is \$710 per day.

D. Salary and Bonus Limitations

Under Public Law 113-235, Section 105, none of the funds appropriated under the heading 'Employment and Training' shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2021/executive-senior-level>. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of cost of living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

E. Responsibility for Cost Reduction

For activities funded under this Agreement, the CONTRACTOR shall identify training costs supported by other federal, state, or local programs in order to ensure that these federal funds are in addition to funds otherwise available.

34. Financial Documentation for Billing

Financial backup documentation is required with monthly billings. CWP retains the right to ask for more detailed backup documentation at any time. Upon request, CONTRACTOR will provide copies of actual source documents or general ledger detail supporting all invoiced expenditures at the time of billing. When general ledger detail is not available or source documentation is excessive, CONTRACTOR may provide a summary of the detail with an attestation to the validity of the information and will maintain the detailed back up as outlined in Section 13 of this exhibit.

35. Technology and Participant Data Management

CWP makes use of Internet technologies to communicate with CONTRACTOR and track Contract performance. Email, web information systems, and an internet-based data management system are the primary technologies. To support this technology, CONTRACTOR must have:

- A. Business-grade, broadband internet connectivity.
- B. Network and workstation virus protection that is fully functional and updated at least weekly.
- C. Individual E-mail accounts for staff working with CWP allow attachment size of at least 5 Megabytes.

Documentation of services will be maintained as directed by CWP policy and procedures.

If CONTRACTOR is required to use I-Trac, see Exhibit D Statement of Work, to support I-Trac technology and use, CONTRACTOR must have:

- D. PCs with 4 GB RAM or more, and 20 GB or more of available disk space.
- E. One of the following Internet browser programs: Chrome-based Microsoft Edge, or the latest version of Google Chrome, including Chrome for macOS.
- F. Monitors capable of at minimum a 1024x768 resolution that is comfortable for the user.

36. Security of Information

A. Personally Identifiable Information

CONTRACTOR must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval or by court order. Recipients must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

B. Breach Notification

Any CONTRACTOR who becomes aware of any potential breach of a document or electronic file containing participant personal information will immediately notify CWP. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of an electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

C. Social Security Number Use

CONTRACTOR will not print a participant's full Social Security Number (SSN) on any document that will be sent through the mail (U.S. or electronic) without a written request from the person whose SSN will be printed on the document, except as required by law. CONTRACTOR will use only the I-Trac Customer ID, the Jobseeker ID, or the last 4 digits of a SSN on documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, CONTRACTOR will take steps to protect the document from unauthorized disclosure. CONTRACTOR will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by state or federal law. CONTRACTOR may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No CONTRACTOR will publicly post or display a document containing a full SSN.

D. Data and Record Security

CONTRACTOR must develop, implement and maintain reasonable safeguards to protect the security and confidentiality

of participant personal information. Employees of CONTRACTOR with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. CONTRACTOR must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. CONTRACTOR will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

37. Program Income

Program income must be tracked by funding source and reported to CWP on the CWP Billing Workbook at the time of each billing and in the appropriate section of the Financial Status Report. If CONTRACTOR generates program income with Contract funds, the program income must be added to the Contract, shall be considered Contract funds, and must be used or expended in accordance with the terms and conditions of this Agreement prior to requesting disbursement of additional funds under this Agreement from CWP. CONTRACTOR will comply with program income requirements outlined in 2 CFR 200.307.

38. Stand-In Costs

Stand-in costs must be tracked by funding source and reported to CWP in the appropriate section of the Financial Status Report. In order to be considered as valid substitutions, the costs shall have been reported by the CONTRACTOR as uncharged program costs under the same title and in the same program year in which the disallowed costs were incurred; shall have been incurred in compliance with laws, regulations, and contractual provisions governing funding source; and shall not result in a violation of the applicable cost limitations.

39. Leveraged Resources

Leveraged resources are defined as all resources used by the CONTRACTOR to support activity and outcomes of this Agreement, whether those resources meet federal standards for “match” funds. Leveraged resources that were expended by the CONTRACTOR must be reported as directed by CWP.

40. Business Relocation Service Prohibitions

Refer to WIOA and implementing federal and state rules. Federal funds may not be used for:

- A. Relocation of a business or part of a business from any location in the United States, if the relocation would result in any employee losing his or her job at the original location;
- B. Customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States until the company has operated at that location for 121 days or more, if the relocation resulted in any employee losing their jobs at the original location.

41. Public Announcements

When issuing statements, press releases, and requests for proposals, bid solicitation, and other documents describing programs funded in whole or in part with federal money under this Agreement, CONTRACTOR shall follow the CWP Public Disclosure Statement policy.

42. Funding Acknowledgement

All written brochures, training materials, curriculum and other written materials whose development is supported in whole or in part with funds provided under this Agreement must contain a funding acknowledgement. The specific language required will be provided by CWP upon CONTRACTOR request.

43. Creative Commons License Requirement

Pursuant to 2 CFR 2900.13, to ensure that the federal investment of DOL funds has as broad an impact as possible and to encourage innovation in the development of new learning materials, CONTRACTOR must license to the public all work created with the support of federal funds provided through this Agreement under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with federal funds and modifications made to pre-existing, CONTRACTOR-owned content using federal funds.

This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the CONTRACTOR. CONTRACTOR will affix notice of the license to the Work. For general information on CC BY, please visit creativecommons.org/licenses/by/4.0. Instructions for marking your work with CC BY can be found at wiki.creativecommons.org/Marking_your_work_with_a_CC_license. Questions about CC BY as it applies to specific applications should be submitted in writing to CWP.

Only work that is developed by the CONTRACTOR with federal funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the CONTRACTOR from third parties, including modifications of such materials, remain subject to the intellectual property rights the CONTRACTOR receives under the terms of the particular license or purchase. In addition, works created by the CONTRACTOR without Federal funds do not fall under the CC BY license requirement.

The purpose of the CC BY licensing requirement is to ensure that materials developed with Federal funds result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, CONTRACTOR will respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.

44. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal purposes; i) the copyright in all products developed under any grant provided under this Agreement, including products developed under a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient or subrecipient or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. CONTRACTOR may not use Federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department of Labor has a license or rights of free use in such work. The CONTRACTOR, however, may use Federal funds to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with Federal funds, including intellectual property, these revenues are program income. Program income is added to the contract and must be expended for allowable activities (2 CFR 200.307).



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CONTRACTOR will apply the following statement on all products developed in whole or in part with Federal funds: "This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The U.S. Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership."

45. Worksource Clackamas

If CONTRACTOR is the primary provider of WIOA IB Adult and Dislocated Worker services and training services for other contracted grants within a WorkSource Clackamas Center, CONTRACTOR is a partner in the WorkSource Clackamas system and as such acts as a representative and agent of the system in the delivery of program services available through the federal, state, and local grants. This means that CONTRACTOR has authority to sign on behalf of the WorkSource Clackamas system on training agreements that are required for work-based training programs, including but not limited to, On-the-Job Training Agreements, Employer Workforce Training Agreements, and others that may be developed and communicated through program policy and regional program standards to support service delivery.

If the CONTRACTOR becomes a partner within a WorkSource Center that is located within a State of Oregon Employment Department office, CONTRACTOR will assure that any lease or sub-lease for the WorkSource Center space includes a transfer clause to CWP. In the event any contract referencing this Agreement is terminated by either party, CONTRACTOR agrees to transfer the lease/sub-lease and relinquish the space to CWP for use by the new service provision CONTRACTOR. Additionally, the CONTRACTOR may not move the workforce development program out of the WorkSource Center without written approval from CWP. If the CONTRACTOR is leasing additional space within the WorkSource Center for another program, that relationship will not be impacted by any changes to this Agreement or any contract referencing this Agreement.

46. Lobbying

If the CONTRACTOR is a recipient of federal assistance funds of \$100,000 or more, whether all or only part of the funds are provided by CWP, the CONTRACTOR certifies by signature of this Agreement that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. Sec. 1352.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- C. The CONTRACTOR shall require that the language of this certification be included in the contract documents for all subcontracts and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

47. Veteran's Priority Provisions:

38 U.S.C. 4215 requires CONTRACTOR to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where CONTRACTOR must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. CONTRACTOR must comply with DOL guidance on veterans' priority, ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL 10-09 is available http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

48. Additional Assurance and Certification for Agreements over \$100,000

A. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations

By execution of this Agreement, CONTRACTOR hereby provides CWP a written assurance that the CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 30), and further, CONTRACTOR agrees to promptly report all infractions to the federal awarding agency and the Regional Office of the Environmental Protection Agency.

B. Drug Free Workplace Certificate

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace.
 - b) The CONTRACTOR's policy of maintaining a drug-free workplace.
 - c) Any available drug counseling, rehabilitation, and employee assistance programs.
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- 3) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 48.B.1;
- 4) Notifying the employee in the statement required by paragraph 48.B.1 that, as a condition of employment under the Contract, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 5) Notifying CWP in writing, within ten calendar days after receiving notice under 4.b. above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.b above, with respect to any employee who is so convicted:
 - A) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - B) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1)through 6) above.

49. National Labor Relations Act Employee Rights Notice

During the term of this Agreement, CONTRACTOR agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places where employees covered by the National Labor Relations Act engage in activities relating to the performance of the Agreement, including all places where notices to employees are customarily posted both physically and electronically (29 CFR 471).

50. Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) require sub-recipients with federal award over \$30,000 to register with the System for Award Management (SAM) and receive a Unique Entity Identifier (UEI).

CONTRACTOR represents and warrants that it is currently registered with SAM and has provided CWP with its UEI. CONTRACTOR shall properly maintain its SAM registration and will notify CWP of any changes in its registration status, including but not limited to a change to its UEI for any reason.

51. Text Messaging While Driving (Executive Order 13513 Section 4)

CONTRACTOR will adopt policy that prohibits staff text messaging while driving company-owned or rented vehicles or while driving personal vehicles and performing any work for or on behalf of each contract referencing this Agreement.

52. Limited English Proficiency (Executive Order 13166)

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. CONTRACTOR is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

53. Seat Belts (Executive Order 13043)

Pursuant to EO 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

54. Prohibition on Trafficking in Persons (Executive Order 13333)

This Agreement may be terminated without penalty, if the grantee or any subgrantee, or the CONTRACTOR or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement. (22 U.S.C. § 7104(g))

55. Special Requirements for Conferences and Conference Space

Conferences sponsored in whole or in part by the CONTRACTOR are allowable if the conference is necessary and reasonable for the successful performance of this Agreement. CONTRACTOR is urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. CONTRACTOR will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed. CONTRACTOR must obtain prior approval from CWP before holding any conference (which includes retreat, seminar or symposium or similar event).

56. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

57. Buy American Notice Requirement

None of the funds made available under this award may be expended by an entity unless the entity agrees that in expending the funds it will comply with 41 U.S.C. 8301 through 8303 (commonly known as the "Buy American Act").

58. Prohibition on Providing Federal Funds to ACORN

These funds may not be provided to the Association of Community Organizations for Reform now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

59. Prohibition on Contracting

- A. CONTACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any federal law within the preceding 24 months. Expenses prohibited or unallowable under any other federal, state or local law or regulation, including foreign travel.
- B. CONTACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- C. No funds made available under a federal act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers of this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

60. Violation of the Privacy Act

These funds cannot be used in contravention of the 5 U.S.C. 552a or regulations implementing that section.

61. Insurance Requirements

CONTRACTOR shall provide insurance coverage at its own expense, issued by responsible carriers rated A VII or better by A.M. Best's rating service (unless otherwise approved by CWP), and in a form reasonably satisfactory to CWP, that meets the requirements of this Section 62. All insurance carried by the CONTRACTOR must be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the CONTRACTOR.

CONTRACTOR shall be financially responsible for all deductibles or self-insured retention contained within the insurance. Except as otherwise required below, CONTRACTOR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits to any insurance required under this Section 62 without thirty (30) days advance written notice from the CONTRACTOR to CWP.

If the insurance is canceled or terminated prior to completion of the Agreement, CONTRACTOR shall purchase new coverage and provide a certificate of insurance evidencing coverage and limits equal to or greater than the required level of insurance under this Section 62. In the event the CONTRACTOR fails to keep in effect at all times the specified insurance coverage, CWP may terminate this Agreement, subject to the provisions of this Agreement.

A. General Liability Insurance

CONTRACTOR must carry a Commercial General Liability (CGL) insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. The CGL coverage shall include all major coverage categories including without limitation bodily injury, property damage, and contractual liability.

B. Motor Vehicle Liability Insurance

CONTRACTOR must carry Automobile Liability insurance with a combined single limit of not less than \$1,000,000 combined single

limit per accident for Bodily Injury and Property Damage for CONTRACTOR'S vehicles, whether owned, hired, or non-owned.

C. Professional Liability Errors and Omissions Insurance

Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

D. Workers' Compensation Insurance

The CONTRACTOR must carry Workers' Compensation Insurance sufficient to meet statutory limits. If the CONTRACTOR pays wages directly to trainees under this Contract, the CONTRACTOR must also carry Workers' Compensation Insurance sufficient to meet statutory limits that covers any and all such trainees. No Workers' Compensation Insurance has been or will be obtained by CWP for the CONTRACTOR or for the CONTRACTOR'S employees and subcontractors.

E. Sexual/Physical Abuse/Molestation Insurance

If serving participants less than age 18, elderly, and/or persons with disabilities, CONTRACTOR must carry a Sexual or Physical Abuse or Molestation Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$1,000,000 in the aggregate.

F. Bonding

The CONTRACTOR shall carry Employee Dishonesty coverage on every officer, director, agent, or employee authorized to receive or deposit funds under this contract or issue financial documents, checks, or other instruments of payment of program costs. The coverage shall be in the amount of at least \$100,000 and shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates.

G. Property and Equipment

All property and equipment purchased by CONTRACTOR with funds received under this Agreement, or purchased on behalf of CONTRACTOR for the program site(s) covered under this Agreement, shall be insured by CONTRACTOR at replacement value against fire, theft, and destruction equal to the full replacement cost.

H. Certificates of Insurance

As evidence of the insurance coverage required by this Agreement, the CONTRACTOR shall furnish acceptable insurance certificates to CWP at the time, or prior to the time, CONTRACTOR executes this Agreement. CONTRACTOR shall name CWP and each of its officers, agents, and employees as additional insured with respect to the CONTRACTOR'S services to be provided under this Agreement. If requested, complete copies of any insurance policy shall be provided to CWP.

I. Additional Insureds

The Indemnified Parties shall be additional insureds on CONTRACTOR'S insurance policies for CGL, Automobile Liability, and Sexual or Physical Abuse or Molestation Liability insurance policies for claims caused in whole or in part by CONTRACTOR'S negligent acts or omissions.

J. Subcontractor Insurance

CONTRACTOR shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the CONTRACTOR under this Agreement, unless this requirement is expressly modified or waived by CWP in writing.



**Clackamas Education Service District
Contract 23-24-04
Exhibit A: Terms & Conditions and
Insurance Requirements**

62. Definitions

Capitalized terms not defined in this Agreement have the meanings given to them in CWP policies and procedures or the Workforce Innovation and Opportunity Act, as amended (29 USC 32), and any subsequently issued guidance and regulations thereto.

63. Oregon False Claims Act

CONTRACTOR acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by CONTRACTOR pertaining to this Agreement that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750 (1)). By its execution of this Agreement, CONTRACTOR certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement or to the Project. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against CONTRACTOR. Nothing in this section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785.

Grantee shall immediately report in writing, to CWP, who will forward the report to the Higher Education Coordinating Commission (funder), any credible evidence that a principal, employee, agent, or subcontractor of CONTRACTOR, or any subgrantee or other person, has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or monies paid by funder under this Agreement.

64. BACKGROUND CHECK/CRIMINAL HISTORY VERIFICATION

64.1 To the extent permitted by law, Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with "Vulnerable Populations" (defined as minors, elderly, and persons with disabilities), as follows:

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with Vulnerable Populations.

64.2 Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers.

64.3 Grantee must determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee, or volunteer scheduled to work with Vulnerable Populations, and whether based upon the conviction the person poses a risk to working safely with Vulnerable Populations.

64.4 Grantee must make determinations of suitability, in advance, before individuals may interact with participating Vulnerable Populations, regardless of the individual's employment status. All required background check information must be completed before the determination regarding suitability.



**Clackamas Education District
Contract 23-24-04
Exhibit B: Data Sharing & Privacy Agreement**

1. Definitions

Capitalized terms will have the following meanings:

Applicable Laws means all federal, state, and local laws related to data security, data protection, data privacy, data breaches, and any similar subject matter that may be applicable to Personal Information provided to CONTRACTOR for Use under this Agreement. This may include, but is not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act, and similar laws and their associated regulations as amended from time to time.

Authorized Employees means CONTRACTOR's employees who have a need to know or otherwise access Personal Information to enable CONTRACTOR to perform its obligations under this Agreement.

Authorized Persons means (i) Authorized Employees; and (ii) CONTRACTOR's subcontractors and agents who have a need to know or otherwise access Personal Information to enable CONTRACTOR to perform its obligations under this Agreement, and who are bound by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms of this Agreement.

Best Industry Practices means that degree of skill, quality, care, foresight, or operating practice that would reasonably and ordinarily be expected of a skilled and competent service supplier in the same industry as CONTRACTOR under the same or similar circumstances as contemplated in this Agreement.

Highly Sensitive Personal Information means an individual's (i) government-issued identification number (including, but not limited to, Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information; or (iii) biometric, genetic, health, medical, or medical insurance data.

Personal Information means information provided to CONTRACTOR by or at the direction of CWP, information which is created or obtained by CONTRACTOR on behalf of CWP, or information to which access was provided to CONTRACTOR by or at the direction of CWP, in the course of CONTRACTOR's performance under this Agreement that: (i) identifies or can be used to identify an individual (including without limitation names, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), including, without limitation, all Highly Sensitive Personal Information.

Security Breach means any actual or suspected compromise of security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by CONTRACTOR (or any Authorized Persons) that relate to the protection of the security, confidentiality, or integrity of Personal Information. Without limiting the foregoing, a compromise includes any unauthorized access to or unauthorized disclosure or acquisition of Personal Information.

Use means, with respect to Personal Information, sale, rental, creation, collection, acquisition, receipt, transfer, transmission, storage, disposal, use, distribution, or disclosure.

2. Standard of Care

A. CONTRACTOR will comply with the terms and conditions set forth in this Agreement in its Use of Personal Information and be responsible for any unauthorized Use of Personal Information under its control or in its possession, including by any Authorized Persons.

B. CONTRACTOR will:

- 1) Keep, maintain, and Use all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized Use.
- 2) Not Use Personal Information in violation of Applicable Laws.
- 3) Use Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided to CONTRACTOR pursuant to the terms and conditions of this Agreement, and not Use or make available Personal Information for CONTRACTOR's own purposes or for the benefit of anyone other than CWP, in each case, without CWP' prior written consent.



**Clackamas Education District
Contract 23-24-04
Exhibit B: Data Sharing & Privacy Agreement**

- 4) Not directly or indirectly disclose Personal Information to any person other than Authorized Persons unless and to the extent required by Applicable Laws, in which case, CONTRACTOR will use best efforts to notify CWP before such disclosure or as soon thereafter as reasonably possible.

3. Information Security

- A. CONTRACTOR represents and warrants that its Use of Personal Information does and will comply with all Applicable Laws.
- B. CONTRACTOR will implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.
- C. Without limiting CONTRACTOR's obligations under Section 3(A), CONTRACTOR will implement administrative, physical, technical, and organizational safeguards to protect Personal Information from unauthorized Use, destruction, alteration, accidental loss, or damage that are no less rigorous than Best Industry Practices, including the National Institute of Standards and Technology Cybersecurity Framework or other applicable industry standards for information security, as amended from time to time, and will ensure that all such safeguards, including the manner in which Personal Information is Used, comply with Applicable Laws, as well as the terms and conditions of this Agreement.
- D. At a minimum, CONTRACTOR's safeguards for the protection of Personal Information must include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls; (vi) encrypting Highly Sensitive Personal Information stored on any mobile media; (vii) encrypting Highly Sensitive Personal Information transmitted over public or wireless networks; (viii) segregating Personal Information from information of CONTRACTOR or its other customers so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments and promptly implementing a corrective action plan to correct any issues that are reported as a result of the assessments; (x) implementing appropriate personnel security procedures and practices, including conducting background checks consistent with Applicable Laws; and (xi) providing appropriate privacy and information security training to CONTRACTOR's employees. CONTRACTOR's safeguards must also satisfy the minimum standards of all Applicable Laws.

4. Security Breach Procedures

- A. CONTRACTOR will notify CWP of a Security Breach as soon as practicable, but no later than twelve (12) hours after CONTRACTOR becomes aware of it by emailing CWP at bridget.dazey@clackamasworkforce.org with a copy by email to CONTRACTOR's primary business contact within CWP.
 - 1) The email to CWP must include a brief description of the Security Breach, the type of Security Breach (e.g., electronic, data systems, paper files), the steps CONTRACTOR has taken to address the Security Breach and the contact names of CONTRACTOR staff member that CWP is to work with responding to the Security Breach.
 - 2) CWP will designate a CWP staff member that will act as the CONTRACTOR's primary point of contact for further coordination of the parties' response to the Security Breach as further described below.
- B. Immediately following CONTRACTOR's notification to CWP of a Security Breach, the parties will coordinate with each other to investigate the Security Breach. CONTRACTOR agrees to fully cooperate with CWP in CWP' participation in the matter, including, (i) conducting or assisting with any investigation; (ii) providing CWP with physical access to the facilities and operations affected; (iii) performing or facilitating interviews with CONTRACTOR's employees and others involved in the matter; and (iv) reviewing or making available all relevant records, logs, files, data reporting, and other materials required to comply with Applicable Laws, Best Industry Practices, or as otherwise required by CWP.
- C. CONTRACTOR will at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including taking any and all action necessary to comply with Applicable Laws. CONTRACTOR will reimburse CWP for all actual costs incurred by CWP in responding to, and mitigating damages and losses caused by, any Security Breach, including, but not limited to, all costs of investigation, notice, and remediation.
- D. CONTRACTOR will not inform any third party of any Security Breach without first obtaining CWP' written consent from either the Executive Director, Chief Operating Officer or Chief Program Officer. CWP will have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law, or otherwise in CWP' discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- E. CONTRACTOR agrees to maintain and preserve all documents, records, and other data related to any Security Breach.



**Clackamas Education District
Contract 23-24-04
Exhibit B: Data Sharing & Privacy Agreement**

F. CONTRACTOR agrees to fully cooperate at its own expense with CWP in any litigation, investigation, or other action deemed necessary by CWP to protect its rights and defend its actions relating to the Use, protection, and maintenance of Personal Information.

5. Oversight of Security Compliance.

Upon CWP' request, CONTRACTOR will allow CWP or, upon CWP' election, a third party on CWP' behalf, to perform an assessment of all controls, safeguards, and information security programs in CONTRACTOR's environment in relation to all Personal Information being handled pursuant to this Agreement. CONTRACTOR will fully cooperate with such assessment. In addition, upon CWP' request, CONTRACTOR will provide CWP with the results of any audit performed by or on behalf of CONTRACTOR that assesses the effectiveness of CONTRACTOR's controls, safeguards, and information security program as relevant to the security and confidentiality of Personal Information Used during the course of this Agreement.

6. Return or Destruction of Personal Information.

At any time during the term of this Agreement, at CWP' request or upon the termination or expiration of this Agreement for any reason, CONTRACTOR will, and will instruct all Authorized Persons to, promptly return to CWP all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to CWP that such Personal Information has been returned to CWP or disposed of securely in accordance with Best Industry Practices and Applicable Laws. CONTRACTOR will comply with all directions provided by CWP with respect to the return or disposal of Personal Information.

7. Equitable Relief.

CONTRACTOR acknowledges that any breach of its covenants or obligations set forth in this Agreement may cause CWP irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, CWP is entitled to seek equitable relief in addition to any other remedy to which CWP may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity.

8. Indemnification.

Without limiting CONTRACTOR's obligations under any other term or condition of this Agreement, CONTRACTOR will defend, indemnify, and hold harmless CWP and its subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns (each, a "CWP Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, administrative proceedings, agency actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing benefit payments from any insurance providers, arising out of or resulting from CONTRACTOR's acts, omissions, or failure to comply with any of its obligations under this Agreement.

9. To the extent of a conflict between this Exhibit and the Agreement, this Exhibit will control.



I. Budget

The budget for this contract will be divided into three separate funds:

1. Out of School Youth WIOA Services.
2. In School Youth WIOA Services
3. HCEY-Out of School Youth (TBD)

WIOA Youth Funding Stream - Out of School Youth

Budget Line Item	Begin Bal	Change	Total
Personnel	140,125		140,125.00
Program Support	132,000		132,000.00
Direct Participant Costs	141,725		141,725.00
OSY Total	413,850	0	413,850.00

WIOA Youth Funding Stream - In School Youth

Budget Line Item	Begin Bal	Change	Total
Personnel	15,775		15,775.00
Program Support	32,200		32,200.00
Direct Participant Costs	38,175		38,175.00
ISY Total	86,150	0	86,150.00

II. Expenditure Restrictions

A. Expenditure Period

Funds provided under this Contract may only be expended during the contract term.

B. Final Billing Dates

Due dates are subject to change if requirements are revised by the funding source. If this occurs, the changes will be communicated to the Fiscal Contact listed via email.

C. Cost Reimbursement

This Contract is based on a cost-reimbursement method of payment.

D. Prohibited Use of Funds

CONTRACTOR will ensure that these funds are not spent on the following items, which are addressed by WIOA or the funding source and will be subject to federal, state, and local rules:

- 1) Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special federal disaster relief assistance grant.
- 2) Expenses prohibited or unallowable under any other federal, state, or local law or regulation, including foreign travel.
- 3) General economic development and related employment generating activities.
- 4) Capitalization of businesses.
- 5) Investment in contract bidding resource centers.
- 6) Investment in revolving loan funds.
- 7) Drug testing except to facilitate the hiring process.
- 8) The wages of incumbent employees during their participation in training when funded by WIOA.
- 9) Costs associated with general agency fund-raising activities are not allowable.



E. Budget Line Flexibility

Budget Line Flexibility set forth in this Section applies separately to each Funding Source Code shown within the Budget set forth in Section I. Allowable over-expenditures in a budget line item under one Funding Source Code may not be spent from any other unexpended/under-expended budget line item(s) under another Funding Source Code without a formal Budget modification.

- 1) Expenditures by Funding Source may not exceed the Total Summary Budget for the Funding Source. Fund expenditures must be used to provide services to participants eligible for and enrolled in the Funding Source program(s).
- 2) Direct cost line-item variance within a funding source that exceeds 20 percent of the total budget of the funding source requires a budget modification to the contract.
- 3) Direct cost budget variances that impact the Statement of Work and agreed upon outcomes or deliverables requires a budget modification to the contract.
- 4) Formal Budget modifications may be granted by CWP on written request from the CONTRACTOR, provided there is sufficient justification documented for the change(s) based on program objectives.

Executive Summary

This contract is between Clackamas Workforce Partnership (CWP) and Clackamas Education Service District (CESD), further referred to as *The Contractor*, and is funded with Title 1 of the Workforce Innovation and Opportunity Act (WIOA) and other discretionary grants. This contract calls for the delivery of workforce development services to in-school and out-of-school young people in Clackamas County. WIOA emphasizes a focus on disconnected youth or out-of-school youth (OSY) by coordinating the alignment of support services and service delivery.

Relationship to the Clackamas Workforce Partnership Local Strategic Plan and Local Strategic Priorities

The Local Strategic Plan, which is aligned to the State of Oregon's Workforce and Talent Development Board's Strategic Plan, outlines priorities for the local workforce system in Clackamas County. The services in this contract will support the following 2021-2024 Local Strategic Plan goals:

1. People:
Ensure that all people are competitive in a 21st century economy, reach their full potential, and meet their employment needs.
2. Business:
Align public and industry partners to enhance recruitment and retention.
3. System Awareness & Alignment:
Create a workforce ecosystem with public-private partnerships of business, education and community-based organizations that actively invest in systems change.

Contractor services will also support CWP's business and sector strategies initiatives, including the Quality Jobs Initiative (<https://www.clackamasworkforce.org/for-businesses/quality-jobs-initiative/>). This approach to working with employers focuses on analyzing and identifying strategies to meet the needs of employers and support job seekers in obtaining jobs in specific, cross regional, growing industry sectors including (1) manufacturing, (2) technology, (3) healthcare, (4) construction, and an emerging sector (5) early care and education. This work will be done in partnership with neighboring workforce areas through the Columbia Willamette Workforce Collaborative (CWWC). See <https://www.clackamasworkforce.org/business/cwwc/>.

To the extent possible, participants are to be placed into quality jobs that meet the quality jobs standards as outlined in the Quality Jobs framework



(<https://www.clackamasworkforce.org/wp-content/uploads/2022/07/CWWC-Quality-Jobs-Framework.pdf>). The jobs ideally are to pay self-sufficient wages in safe working conditions with predictable hours and comprehensive benefits as well as meeting the specific needs of participants.

Diversity, Equity, and Inclusion

CWP is committed to the development of a more equitable and inclusive workforce system that meets the needs of all Clackamas County residents, jobseekers, and employers. CWP expects a demonstrated commitment to the principles of diversity, equity, inclusion, and accessibility (DEIA) from contracted partners. This may include participating in or attending relevant work groups; staff training and development opportunities; conferences, forums, and other special events; surveys and focus groups; etc. CWP contractors may also be asked to participate in, contribute to, incorporate, or implement new strategies for data collection and analysis; public engagement and outreach; program enrollment; case management; and customer service, with an emphasis on tools, processes, and strategies that incorporate or advance DEIA practices within the public workforce system. Lastly, CWP contractors will assist in continuous improvement activities that enhance the public workforce system and promote the infusion of DEIA in system wide practices, including through participation in the Continuous Improvement and Local Leadership teams; assist in engaging current/former customers in advisory roles; and development and use of customer feedback mechanisms. CWP will assist contractors in meeting these obligations, incorporating new tools and practices, and accessing relevant resources.

Business Reports

CESD will provide a quarterly report due the 20th of the month following quarter's end (April, July, Oct, Jan) to the CWP Industry Sector Leads. This report will list the names of businesses served benefiting by CWP funded programs. The report will also identify businesses employing youth and will include the county location and company point of contact. CESD will also be expected to use a shared customer management relationship system (CRM) as directed by CWP's Business Managers. Data entry will begin once CESD staff are provided access and trained in the system.

1. Workforce Innovation and Opportunity Act (WIOA) Youth Services Program Overview

The Workforce Innovation and Opportunity Act (WIOA), outlines a broader youth vision that supports an integrated service delivery system and provides a framework through which states and local areas can leverage other Federal, state, local, and philanthropic resources to support In-School Youth 14 to 21 years of age (ISY) and Out of School Youth 16 to 24 years of age (OSY). WIOA affirms the commitment to providing high-quality services for all youth and young adults, beginning with career

exploration and guidance, continued support for education attainment, opportunities for skills training in in-demand industries and along a career pathway, enrollment in post-secondary education, or a Registered Apprenticeship. All youth-serving programs continue to promote evidence-based strategies to assist in achieving high levels of performance, accountability, and quality in preparing young people for the workforce. This contract outlines the services and responsibilities of Clackamas Education Service District (CESD) in providing a comprehensive year-round youth services program.

WIOA provides a framework that requires 14 program elements be made available to all eligible and enrolled youth. While all local WIOA youth programs must make all 14 program elements available to WIOA youth participants, local programs have the discretion to determine which elements to provide to a participant based on the participant's assessment and individual service plan. These program elements are designed to prepare young people for the transition from secondary to post-secondary education or strengthen their skills in occupational or industry certification trainings while addressing family, education, and social frameworks in need of support. The network of service providers must ensure that all 14 program elements are available to youth within the county.

Workforce services for youth are provided through a coordinated network of providers, under the direction of the Region's youth services contractor, CESD. In-school and out-of-school youth receive counseling and case management, including assessment and service planning through staff located throughout the County. Subcontract staff are located on-site at community organizations, Clackamas County Juvenile Justice Department and Clackamas Community College, and work in conjunction with staff at WorkSource Clackamas, Housing Authority of Clackamas County, Clackamas County Children, Family, & Community Connections, Oregon Department of Human Services – Self-Sufficiency, CC Juvenile Department (CCJD) and Oregon Youth Authority (OYA), Oregon Department of Human Services – Office of Vocational Rehabilitation Services and many other service organizations throughout the Region.

The 14 required program elements are:

1. *Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential.*
2. *Alternative secondary school services, or dropout recovery services, as appropriate;*
3. *Paid and unpaid work experiences, that have academic and occupational education as a component of the work experience which may include the following types of work experiences:*



- i) Summer employment and other employment opportunities available throughout the school year;
 - ii) Pre-apprenticeship programs;
 - iii) Internships and job shadowing; and
 - iv) On-the-job training opportunities;
4. *Occupational skill training*, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations;
 5. *Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation* or occupational cluster;
 6. *Leadership development opportunities*, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
 7. *Supportive services*;
 8. *Adult mentoring* for a duration of at least 12 months, that may occur both during and after program participation;
 9. *Follow-up services* for not less than 12 months after the completion of participation;
 10. *Comprehensive guidance and counseling*, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
 11. *Financial literacy education*;
 12. *Entrepreneurial skills training*;
 13. *Services that provide labor market information* and employment information about in-demand industry sectors occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
 14. *Postsecondary preparation and transition activities* that help youth prepare for transition to post-secondary education and training.

The Contractor must ensure the following major activities in the youth program framework are administered:

- Outreach and Recruitment for OSY
- Eligibility Determination
- Objective Assessment
- Individual Service Planning
- Referral and Service Provision
- Follow-Up Services

The Contractor will create opportunities to engage younger youth in career pathways, education and exploration activities such as the Clackamas Community College CTE Showcases, Manufacturing Day activities and other sector/industry related events. The Contractor will work with districts to provide career exploration opportunities for younger

youth through partnerships in the Career Technical Education Consortium (C-TEC) and support career exploration curriculum development, specifically in STEM education.

The contractor will prioritize targeted populations identified in CWP's Strategic Plan in marketing, outreach and engagement activities. The Contractor is responsible for marketing of youth programs and services to youth and is encouraged to utilize the popular avenues for reaching youth at that time. Marketing collateral must be reviewed by the Clackamas Workforce Partnership prior to publication or distribution.

Work Readiness

The Contractor will utilize the 21st Century New World of Work (NWoW) or similar curriculum to provide opportunities for participants to gain work-readiness skills. Contractor will work with CWP Youth Program Manager to train program staff and subcontractors as essential employment skills training instructors.

Participant Case Management File

CESD will be required to use the i-Trac management information system for client tracking. All participant data must be input into the above system within five days of the activity. CESD must maintain a hard copy and electronic case file for each participant, which will detail the service history, including follow up history. Detail shall identify each participant activity by major WIOA component, document receipt of a service or a partner service every 90 days or closure of the file. Additionally, information must be maintained in such detail so as to support the expenditure of funds.

Performance Outcomes

CESD will maintain a total of at least 160 active and follow-up participants at a time, with the understanding that as participants fully exit the program, CESD will have 90 days to enroll a new participant. The Contractor will continue to serve registered In School Youth (ISY) and Out of School (OSY), with a special priority of services provided to OSY, veterans and eligible spouses. The number of youth to be served is:

Youth Served at a time= 160

At the end of each quarter, the Contractor will meet with the Program Manager to review progress, including the number of youth enrolled at each provider site.

Below are Oregon's youth WIOA performance targets set through negotiation with Higher Education Coordinating Commission for program year 2023.

Performance Measure	Level
Entered Employment Rate – measured in Q2 after exit	49.1%
Employment Retention Rate – measured in Q4 after exit	49.1%



Median Earnings - measured in Q2 after exit only. Median is defined as the numerical value that separates the higher half from the lower half of earnings.	\$3200
Credential Rate - Percentage of participants who obtain a recognized postsecondary credential or diploma during participation or within 1 year after program exit.	62.7%
Measurable Skills Gain – Percentage of participants who, during a program year, are in an education or training program and who are achieving measurable skills gains.	44.1%

WIOA OSY Expenditure Requirements

The minimum OSY expenditures rate for the youth formula-funded program is 75% under WIOA. States and local areas must meet the required 75% of PY 2023 WIOA funds on OSY.

The Contractor must spend a minimum of 75% of PY 2023 youth funds on OSY.

WIOA Work Experience Requirements

WIOA prioritizes work experiences with the requirement that local areas must spend a minimum of 20% of local area program funds on work experience. Under WIOA, paid and unpaid work experiences that have a component of academic and occupational education include:

- Summer employment opportunities and other opportunities available throughout the school year;
- Pre-apprenticeship programs;
- Internships and job shadows; and
- On-the-Job Training opportunities

The Contractor will partner with business to co-construct Work Experience/Internship training plans specific to the participant and industry needs and provide feedback to participants at regular intervals. Contractor will promote a range of opportunities for employers such as job shadows, workplace tours, or sponsoring a youth.

For PY2023, program expenditures on the work experience program element include wages as well as staffing costs for the development and management of work experiences and is not applied separately for ISY and OSY. The Contractor is expected to meet the 20% requirement for their 2023 funds being spent on work experience, as required under WIOA.



Performance Measure Action Plan

If performance falls below the negotiated level, CWP will take the following actions with the Contractor:

- Meet with the Contractor to assess why the performance measure(s) were not met and create a written performance improvement plan.
- If performance is not met within the expected timeframe in the written performance plan, CWP will report to the CWP's Board which performance measure(s) have been missed.
- Review historical data and follow the considerations and recommendations of the CWP Board from the following options:
 - Review historical data and decide if course corrections are adequate and grant additional year of the contract under a corrective action plan.
 - Require other appropriate measures designed to improve the performance of the Contractor.
 - Discontinue use of the Contractor due to inability to achieve required performance levels.



Contract Agreement 23-24-02

CONTRACT AGREEMENT FOR WORKFORCE DEVELOPMENT SERVICES

The parties to this Agreement are Clackamas Workforce Partnership, hereinafter referred to as "CWP" or "GRANTOR," and **Immigrant and Refugee Community Organization (IRCO)**, hereinafter referred to as the "CONTRACTOR." In this Agreement, either the CONTRACTOR or Clackamas Workforce Partnership may also be referred to individually as a "party" or jointly as the "parties", and the Contract Agreement as "Agreement" or "Contract."

Name and Address of Parties									
GRANTOR Clackamas Workforce Partnership 365 Warner Milne Rd Ste 202 Oregon City OR 97045-4073 Federal Tax ID: 93-1246270 UEI:GVT5MRAUZN2	CONTRACTOR Immigrant and Refugee Community Organization (IRCO) 10301 NE Glisan St Portland, Oregon 97220 Federal Tax ID: 93-0806295 UEI: TW9WHRB69KA5 <input checked="" type="checkbox"/> Subrecipient Agreement (when checked) This Agreement is not for Research and Development.								
Contact Information									
For Clackamas Workforce Partnership Program Contact: Amy Black & Jan Filgas Phone: 503-657-6644 Email: amy.black@clackamasworkforce.org; jan.filgas@clackamasworkforce.org Fiscal Contact: Laura Kropf Email: laura.kropf@clackamasworkforce.org	For CONTRACTOR Contact, Adult Programs: Josie Majuri Phone: 503-515-1516 Email: josiem@irco.org Contact, Youth Programs: Rekha Koirala Phone: 503-780-7850 Email: rehhak@irco.org								
Purpose CONTRACTOR will provide workforce development services to eligible participants as described within the exhibits of this contract and in line with Clackamas Workforce Partnership' policies and procedures.									
Maximum Amount Payable \$198,600.00	Contract Term July 1, 2023 – June 30, 2024								
Exhibits									
This contract consists of this signature page and the following Exhibits, which constitute the entire understanding of the parties. <table style="margin-left: 40px;"> <tr> <td>Exhibit A:</td> <td>Terms & Conditions and Insurance Requirements</td> </tr> <tr> <td>Exhibit B:</td> <td>Data Sharing & Privacy Agreement</td> </tr> <tr> <td>Exhibit C:</td> <td>Budget</td> </tr> <tr> <td>Exhibit D:</td> <td>Statement of Work</td> </tr> </table>		Exhibit A:	Terms & Conditions and Insurance Requirements	Exhibit B:	Data Sharing & Privacy Agreement	Exhibit C:	Budget	Exhibit D:	Statement of Work
Exhibit A:	Terms & Conditions and Insurance Requirements								
Exhibit B:	Data Sharing & Privacy Agreement								
Exhibit C:	Budget								
Exhibit D:	Statement of Work								
PY23 Funding Source Information WIOA Adult Program Awarding Agency: US Department of Labor Employment and Training Administration Funding Source: Workforce Innovation and Opportunity Act ("WIOA") CFDA Number: 17.258 Amount: \$52,800 Pass-through Entity: Oregon Higher Education Coordinating Commission Office of Workforce Investments ("HECC") WIOA Dislocated Workers Program Awarding Agency: US Department of Labor Employment and Training Administration Funding Source: Workforce Innovation and Opportunity Act ("WIOA") CFDA Number: 17.278 Amount: \$52,800 Pass-through Entity: HECC STEP Funding Source: Clackamas Workforce Partnership Amt: \$33,000 Oregon Youth Employment Program (OYEP) Funding Source: State of Oregon Amount: \$60,000									

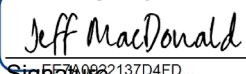
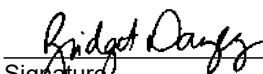


Contract Agreement 23-24-02

Regulations and Cost Principles: In performing its responsibilities under this Agreement, the CONTRACTOR hereby certifies and assures that it will fully comply with the Federal Government’s Uniform Guidance at 2 CFR Part 200 and 2 CFR Part 2900, including any subsequent amendments. The CONTRACTOR shall also comply with rules policies and procedures issued by the US Department of Labor, State of Oregon, and by the GRANTOR, including those adopted during the life of this Agreement to implement the Workforce Innovation and Opportunity Act of 2014.

Other Requirements (As Applicable):
 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements
 37 CFR Part 401, Rights to inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

The undersigned execute this Agreement on behalf of the CONTRACTOR and Clackamas Workforce Partnership and, by doing so, legally obligate and bind the CONTRACTOR and Clackamas Workforce Partnership to the terms and the conditions of this Agreement.

Authorized Signature Immigrant and Refugee Community Organization	Authorized Signature Clackamas Workforce Partnership
DocuSigned by:  Signature Lee Po Cha, Executive Director Date 7/3/2023	 Signature Bridget Dazey, Executive Director Date 7/5/2023

Jeff MacDonald, Associate Director



IRCO
Contract 23-24-02
Exhibit A: Terms & Conditions and
Insurance Requirements

1. Notices

All contract-related notices and payments shall be in writing and shall either be personally delivered, or sent by express delivery service, certified mail, or first-class U.S. mail postage pre-paid, or email, and addressed to the contact information outlined in this Agreement.

2. Funding Availability

Each disbursement of funds under this Agreement is conditioned on the availability of federal, state and local funds and is subject to termination due to lack of funds or authorization. When CWP is notified of any funding or regulatory changes, CWP will provide the CONTRACTOR notice of changes within 30 days of CWP notification.

3. General Reporting Requirements

CONTRACTOR shall submit all financial, I-Trac (further described in Section 35 below), program performance, and all other reports required by CWP in accordance with the specified time frames in this contract. CONTRACTOR shall provide CWP with access to all records and data necessary to verify or clarify information requested or provided in such reports. Failure to submit reports by specified timeframes or provide adequate substantiation of reports as specified by CWP may result in suspension of payments to the CONTRACTOR until such time as all delinquent obligations are fulfilled.

Additionally, if CONTRACTOR fails to comply, CWP may take action in accordance with Section 12.

4. Program Objectives

CONTRACTOR must meet program objectives outlined in Statement of Work exhibit.

5. Administrative Capability

Upon request, CONTRACTOR will provide CWP with the most current version of administrative documentation necessary to document capacity and conduct annual monitoring reviews. This may include such documents as:

- A. Annual Audited Financial Statements
- B. Annual Audited Financial Statement with OMB-133 Compliance
- C. Conflict of Interest Policies
- D. Corrective Action Plan(s)
- E. Cost Allocation Plan(s)
- F. Federal Negotiated Indirect Cost Rate
- G. Grievance Policies, Procedures
- H. Management Letter
- I. Personnel Policies
- J. Procurement/Purchasing Policies
- K. Timekeeping Policies
- L. Travel and Expense Policies

6. Procurement Policies and Procedures

CONTRACTOR shall comply with the applicable regulations and cost principles outlined in this Agreement, or with its own procurement procedures, whichever is more restrictive.

The Uniform Administrative Requirements (2 CFR 200.317-36) require all recipient procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition.

In compliance with Executive Orders 12876, 12900, 12928 and 13021, CONTRACTOR is strongly encouraged to provide subcontracting opportunities for Historically Black Colleges and Universities, Hispanic Serving Institutions, Tribal Colleges and Universities; and small businesses, minority-owned firms, and women's business enterprises.

7. Expenditure Restrictions**A. Allowable Activities**

CONTRACTOR must use and expend the funds awarded hereby solely to implement the project described in the Statement of Work exhibit, in accordance with the Budget Exhibit, and within limitations outlined in those documents. CONTRACTOR may not use or expend the Contract funds in violation of the limitations and restrictions set forth in this Agreement.

B. Budget Limitations

CONTRACTOR shall be paid only within the established contract Budget and the related Budget Line Flexibility outlined in the Budget Exhibit. All costs must be reasonable, necessary, allowable and allocable as defined by federal and State of Oregon laws and rules, including applicable OMB Circulars, Pass-Through Entity (the "Pass-Through Entity", if any, is identified on the signature page of the Contract), and CWP policies and procedures.

C. Dual Payment

CONTRACTOR shall not be compensated twice for costs incurred under this Agreement. Costs may be shared by other sources of funds to achieve the outcomes described in this Agreement, in accordance with generally accepted accounting principles.

D. Travel Policy

Pursuant to 2 CFR 200.475(a), CONTRACTOR must have policies and procedures in place compliant with the requirements of the Federal Travel Regulations for all travel expenditures reimbursed under this Agreement.

E. Rebates

The CONTRACTOR agrees to advise CWP, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by funds under this Contract. Appropriate action shall be taken to proportionately reimburse the Awarding Agency from such income (the "Awarding Agency," if any, is identified on the signature page of the Contract).

F. Construction, Remodeling, or Renovation

The funds provided under this Contract must not be spent for construction, remodeling, renovation, or purchase of facilities.

8. Payment Request Process

The CONTRACTOR must submit a timely and accurate payment request in accordance with this Contract that includes a completed and signed CWP Microsoft Excel billing workbook that reports expenditures by the funding sources and Line Items and any required supporting documentation.

Upon receipt of the CONTRACTOR'S payment request with the required documentation, CWP will review the request for accuracy and compliance with the Contract Agreement. Accurate, and if necessary, corrected, billing workbooks and any required supporting documentation are due to CWP by the close of business on the 20th day of the month or the following business day if the 20th falls on a weekend or holiday. Accurate, and if necessary corrected, billing workbooks and supporting documentation received after the 20th day of the month will not be processed for CWP funders and pass-through entities' current billing cycle.



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Due to the requirements of many of CWP funding sources, payment shall be processed in the normal course and manner for CWP accounts payable, and will be paid as soon as administratively possible following CWP receipt of payment from all funders and pass-through entities providing the funds for CONTRACTOR's services under this contract.

CONTRACTOR shall minimize the time elapsing between receipt of funds from this Agreement and the disbursement of these funds in order to maintain a minimum cash balance. Interest earned shall be accounted for as program income. This treatment of interest does not allow the CONTRACTOR to ignore the requirements or intent of these cash management requirements.

Payment shall not be construed as a waiver of CWP right to challenge CONTRACTOR's performance under this Agreement and to seek appropriate legal remedies.

9. Financial Documentation

CONTRACTOR shall retain original expense documentation, including proof of payment and accrued liabilities. Documentation shall include canceled checks, invoices annotated with date paid, check number, annotated receipts, payroll ledgers, and accounts payable ledgers. All documentation will have appropriate approval signatures. Documentation of costs which are allocable to more than one line item and/or which are only partially allocable to the contract Budget shall be annotated with amounts allocated to each source.

All direct costs that are charged to this Contract shall be for reasonable and necessary activities relating to the Contract. All costs not charged as a direct cost must be justified by the application of an allowable Indirect Cost Allocation Plan and/or allocation methodology. CONTRACTOR shall maintain written cost allocation plans for all allocated costs charged to this contract. All costs applied to this Contract must be consistent with the requirements of Federal Regulations including 2 CFR Part 200. All allocation methodologies and costs pertaining to this Agreement are subject to CWP review and approval before reimbursement through CWP.

For participant direct payments, the CONTRACTOR is responsible for documenting payments in accordance with applicable CWP policies and procedures and for reporting detail as required by the Funder (the "Funder" is the Pass-Through Entity, the Awarding Agency, or, if both are identified in the Contract, collectively, both). CWP will notify CONTRACTOR when there are specific reporting requirements and if it has actual knowledge of any changes to the specific reporting requirements.

Copies of all source documentation for expenditures related to this contract including any documentation related to matching or leverage funds must be available to CWP upon request. Any additional documentation requirements will be specified in this Contract.

10. Financial Management Standards

The CONTRACTOR shall maintain a financial and administrative system which complies with the standards in the most recent versions of appropriate Uniform Administrative Requirements and 2 CFR Part 200. CONTRACTOR shall maintain a separate accounting of funds received and disbursed under this Contract. All accounting for this Contract shall be maintained within the CONTRACTOR's primary financial accounting system.

The CONTRACTOR's financial systems shall allow for effective fiscal and internal controls and accountability for funds, property, and other assets to ensure they are used solely for authorized purposes. CONTRACTOR shall maintain all data elements used in required reports in accordance with established program definitions.

The CONTRACTOR's financial systems will be maintained in accordance with Generally Accepted Accounting Principles and will be in compliance with all legal and contractual requirements.

The CONTRACTOR's financial system shall:

- A. Follow consistent rules for aggregation of detailed data to summary level.
- B. Compare budgeted amounts to actual expenditures including proper charging of costs and cost allocations.
- C. Contain information pertaining to Contract and contract awards, obligations, unobligated balances, assets, liabilities expenditures, income, program income, matching funds, leveraged resources and stand-in costs.
- D. Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable laws and regulations.
- E. Provide the accurate, current, and complete disclosure of all expenditures including but not limited to those from, grants, contracts or agreements.
- F. Show the distribution of Contract-funded personnel time by fund.

11. Financial Audits and Compliance Monitoring

The CONTRACTOR shall adequately evaluate and monitor its own programs on a regular basis and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud, and abuse.

If it is determined through audit or other means that the CONTRACTOR has violated or permitted violation of the terms or conditions of this Agreement, the CONTRACTOR shall repay to CWP the amount of funds directly related to that violation, as determined by such auditor or CWP.

A. Financial Audits

CONTRACTOR must comply with federal audit requirements found at 2 CFR Part 200.500-521, and Appendix X and XI.

If CONTRACTOR expends an aggregate of \$750,000 or more in federal funds annually, CONTRACTOR must conduct an annual organization-wide financial and compliance audit in accordance with the above federal rules.

Unless specifically authorized by CWP in writing, CONTRACTOR shall submit the audit report to CWP no later than thirty (30) calendar days after receipt of the report or within one hundred twenty (120) calendar days following the close of the CONTRACTOR'S fiscal year, whichever is sooner. Audits performed under this section are subject to review and resolution by CWP or its authorized representative.

The CONTRACTOR shall, in accordance with CWP timelines, be responsible to resolve and respond to any and all issues that relate to audits of activities that are funded through this Agreement.

B. Compliance Monitoring

CONTRACTOR will support all program compliance monitoring activities, including but not limited to CWP annual program, fiscal, and file compliance reviews, State of Oregon annual monitoring and Data Element Validation reviews, as well as any Department of Labor or other Funder monitoring activities. CONTRACTOR will allow federal, State of Oregon and CWP staff or their designees to monitor program and administrative compliance via an on-site review.

**IRCO****Contract 23-24-02**

Exhibit A: Terms & Conditions and Insurance Requirements

CONTRACTOR shall, upon request, provide sufficient and appropriate staff time necessary to conduct all ongoing program and administrative monitoring activities, including but not limited to the on-site review, and regular monitoring reporting, including access to all necessary records.

CONTRACTOR shall resolve and respond to any and all issues that relate to the monitoring of the workforce development activities that are funded through this Agreement.

C. Additional Audits and Compliance Requirements.

CONTRACTOR will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations."

CONTRACTOR will monitor expenditures to date on a monthly basis to ensure that the budget-to-actual amounts demonstrate expenditure rates that are consistent with the percentage of the program year that has transpired. CONTRACTOR will pay particular attention to all participant cost categories to ensure that adequate investments in participants are being made throughout the program year.

Where CONTRACTOR has issued subcontracts under this Contract, CONTRACTOR must have a monitoring policy in place to ensure that expenditures meet funding requirements, program performance goals are being met, and participant eligibility requirements are followed. CONTRACTOR will monitor all subcontractors to ensure compliance and where a subcontractor has monitoring findings a course of corrective action is to be taken and resolution validated.

12. Disallowance of Payments

If it is determined through audit, monitoring or other means that the CONTRACTOR has received payments which are questioned by CWP the CONTRACTOR shall be notified and given the opportunity to justify questioned payments prior to CWP final determination of disallowed payments. The CONTRACTOR agrees to participate in and be bound by disallowed cost determinations arising out of CWP disallowed cost resolution process.

If a Contract payment is disallowed, CONTRACTOR shall repay the full amount of the disallowance to CWP within thirty (30) calendar days of receipt of request, or other time schedule as determined by CWP.

CWP failure to either discover or act upon a breach of this Agreement shall in no way relieve the CONTRACTOR of its obligation to repay disallowed costs.

If the CONTRACTOR fails to comply with any of the requirements, terms, or conditions of this Agreement, CWP may, at its discretion, suspend, withhold, or disallow all or any portion of amounts otherwise payable under this Agreement

13. Records Standards, Access to Records and Record Retention

A. Records Standards

The CONTRACTOR agrees to maintain records that will provide accurate, current and complete disclosure of the status of each program, including, but not limited to, participants, financial, and program operations. The books of account and records must be maintained in sufficient detail to permit the Awarding Agency, the Pass-through Entity (if applicable), CWP and their duly authorized

representatives to verify how the contract funds were expended or utilized. CONTRACTOR shall safeguard and maintain the confidentiality of all program records and documents through proper accounting and program procedures and practices. CONTRACTOR must comply with the standards in the most recent versions of appropriate Uniform Administrative Requirements and CWP policies and procedures.

B. Record Storage and Access

Records shall be retained and stored in a manner that will preserve their integrity and admissibility as evidence in any audit/litigation or other proceeding. The burden of production and authentication of the records shall be on the custodian of the records. The CONTRACTOR will maintain a plan for record recovery should critical records be lost.

After reasonable notice, at any time during normal business hours and as often as CWP may deem necessary, the CONTRACTOR shall make available for examination all its records relating to all matters covered by this Agreement to the named entities and representatives identified in Section 27.B. of this Agreement.

This provision includes access to the CONTRACTOR's personnel for the purpose of interview and discussion of such documents, and the delivery of all the documentation to a location designated by CWP for purposes of review. The rights of access are not limited to the required retention period or agreement term but shall last as long as records are retained.

If record storage is located other than at the CONTRACTOR'S principal place of business the CONTRACTOR shall inform CWP in writing of the exact location where all records, reports, and other documentation and physical evidence are to be retained; the original records shall remain the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR will inform CWP in writing of any location changes prior to the date the records, reports and other documentation and physical evidence are moved. Any storage of the records, reports and other documentation beyond the boundaries of CWP service delivery area shall require prior written approval from CWP.

If the CONTRACTOR entity ceases operations, the CONTRACTOR shall provide an inventory of and all the records, reports and other documentation covered under this and any previous agreements between CONTRACTOR and CWP to CWP.

C. Record Retention Timeframes and Destruction Requirements

Federal record retention requirements applicable to this Agreement are found at 2 CFR 200.334-338. The CONTRACTOR shall retain all financial and other required records and supporting documents as follows:

- 1) Retain all records pertinent to this Agreement, interagency agreements, contracts or any other award, including financial, statistical, or other pertinent records, and supported documentation, for a period of at least three years after the acceptance of the final expenditure report (closeout) for that funding period by the Awarding Agency. CWP will notify CONTRACTOR of the record destruction date when the final expenditure report has been issued and approved.
- 2) Retain all records on non-expendable property for a period of at least three (3) years after final disposition of property.



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- 3) Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the three-year period identified in 13.C.1) above shall apply.
- 4) Retain all records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees and applicants for employment as required in 13.C.1) above. Participant files should be organized and stored by program year using the participant's year of exit.
- 5) Retain records regarding complaints and actions taken on the complaints for a period of not less than three (3) years from the date of resolution of the complaint.
- 6) Retain all records beyond the required period if any litigation or audit has begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained until the litigation, audit or claim has been resolved or the specified destruction date, whichever is longer.

In the event that more than one of the record retention periods identified above applies, the CONTRACTOR will comply with the longest applicable record retention period. After the record retention period has passed, any records destroyed must be commercially shredded.

D. Limitation of Public Access to Records

If disclosure of trainee records is requested by the public, current confidentiality or non-disclosure standards in ORS 192 and OAR 589-020-0330, pertaining to records of participants, shall apply. Personal information may be made available to other service providers on a selective basis consistent with the participant's signed "Release of Information" form. Trade secrets, or commercial or financial information, that is obtained from a person and privileged or confidential shall not be available to the public.

E. Fees for Requests for Records

CONTRACTOR may charge fees sufficient to recover costs applicable to the processing of requests for records.

14. Contracts and Assignments

The CONTRACTOR shall not assign or transfer any interest in this Agreement in whole or in part, or any right or obligation hereunder, without the prior written approval of CWP.

If approved, any contract entered into by the CONTRACTOR is not an obligation of CWP. The CONTRACTOR shall not represent that it has the power or authority to obligate CWP. No approval by CWP of any assignment or transfer shall be deemed to create any obligation of CWP in addition to those set forth in this Agreement. In no case shall such consent relieve the CONTRACTOR from the obligation under, or change the terms and conditions of, this Agreement, unless otherwise provided. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

CWP has the right to assign all Contract rights and responsibilities at any time by giving written notice of assignment to the CONTRACTOR.

Any work or services subcontracted hereunder shall be specified by a written contract, which shall be properly executed. Any entity that receives a subcontract must provide CONTRACTOR with their Unique Entity Identifier (formerly DUNS) and be registered in the System for Award Management (www.sam.gov) prior to contract execution; the Unique Entity Identifier (UEI) must be maintained in the contract file

and be available for review upon request. The CONTRACTOR shall provide a copy of the contract and any modifications to CWP, upon request.

The failure by CWP to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

The CONTRACTOR remains responsible for assuring compliance by such delegates with requirements of the funding sources provided by or through CWP, federal, State and local laws, regulations, policies, procedures and this Contract.

The CONTRACTOR shall conduct a program and fiscal monitoring of its subcontractors in accordance with CONTRACTOR monitoring policies and procedures. CONTRACTOR shall provide CWP with a copy of its monitoring policies, procedures, and schedule for approval. All program and fiscal monitoring reports for subcontractors of the CONTRACTOR will be provided to CWP for review and approval.

15. Independent Contractor; Responsibility for Taxes and Withholding; and Retirement

CONTRACTOR is not an "officer", "employee", or "agent" of CWP, as those terms are used in ORS 30.265.

The CONTRACTOR shall perform all required work as an independent CONTRACTOR and in accordance with but not limited to: Personal Income Tax Laws (ORS Chapter 316); Workers' Compensation Laws (ORS Chapter 656); Wages, Hours and Records Laws (ORS Chapter 652); Conditions of Employment Laws (ORS Chapter 653); Safety and Health Regulations (ORS Chapter 654); and Unemployment Insurance (ORS Chapter 657); conditions concerning payment, contributions, liens, withholding (ORS 279B.220;) condition concerning payment for medical care and providing workers' compensation (ORS 279B.230); condition concerning hours of labor (ORS 279B.235); State contracting agencies to use recovered resources and recycled materials; notice to prospective contractors (ORS 279B. 270); conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints (ORS 279C.515); all regulations and administrative rules established pursuant to the foregoing laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

CONTRACTOR shall be responsible for all federal or state taxes applicable to compensation or payment paid to CONTRACTOR under this Agreement and unless CONTRACTOR fails to provide their correct Taxpayer Identification Number (TIN), CWP will not withhold from such compensation or payments any amount(s) to cover the CONTRACTOR's federal or state tax obligations. CONTRACTOR is not eligible for any Social Security unemployment insurance or workers' compensation benefits from compensation or payments paid to CONTRACTOR under this Agreement, except as a self-employed individual.

16. Employee and Participant Status and Rights

A. Non-Employee Status of Trainees

Trainees in programs under this Agreement shall not be deemed federal, state, city or CWP employees, and shall not be subject to the provisions of law pertaining to employment by any such government.

B. Employment Terms, Benefits and Working Conditions

All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under



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this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.

C. Worksite Standards and Safety

Conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, COVID-19 exposure risks, and proficiency of the trainee.

Trainees enrolled under this Agreement shall be adequately supervised during training hours, be informed about their rights and responsibilities in reporting unsafe training or working conditions and training- or work-related illnesses and injuries, and be provided with safe training conditions which, at a minimum, shall conform to the health and safety regulations established by the State of Oregon and the Occupational Safety and Health Administration. Health and safety standards established under state and federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants.

D. Charging of Fees to Participants

No person or organization, including private placement agencies, may charge a fee to any individual for referral to or placement in training or employment programs.

E. Grievance Procedures

The CONTRACTOR agrees to adopt procedures for hearing and resolving grievances and complaints arising out of this Agreement, in conformance with CWP established policies and procedures. Procedures must comply with rules implementing the Workforce Innovation and Opportunity Act (WIOA).

The CONTRACTOR shall abide by Final Determinations issued under CWP, state or federal grievance processes. Participants receiving services must read and sign a copy of the CONTRACTOR's Grievance Procedure which shall be kept in the participant's file.

17. Performance Failure

In the event CONTRACTOR fails to perform under this Agreement, CWP may take action in accordance with CWP Contract Monitoring policies provided or made available to CONTRACTOR, or if CONTRACTOR fails to take directed corrective action terminate or suspend the Contract (Section 28.B Termination for Cause).

CWP may also pursue any remedies available under this Agreement, at law or in equity. Such remedies include but are not limited to: termination of this Agreement effective upon written notice to CONTRACTOR, return of all or a portion of the Contract funds associated with the failure to perform, and declaration of the CONTRACTOR's ineligibility for the receipt of future awards from CWP. If, as a result of an Event of Default (Section 28.B Termination for Cause), CWP demands return of all or a portion of the Contract funds, CONTRACTOR shall pay the amount to CWP upon CWP demand.

18. Indemnification and Hold Harmless

To the extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless CWP, its Board of Directors, the Workforce Investment Board, the Awarding Agency, the Pass-Through Entity (if applicable), and their respective directors, officers, agents, representatives, and employees (the "Indemnified Parties"), from, for, and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the acts or omissions of the CONTRACTOR or the CONTRACTORS employees,

agents, or subcontractors work under this Agreement, including but not limited to, CONTRACTOR or the CONTRACTOR's employees' or subcontractors' failure to comply with COVID-19 Safety Requirements then in effect and as applicable.

Nothing in this Section 18 requires the CONTRACTOR to indemnify the Indemnified Parties against liability for damages by the negligence or misconduct of the Indemnified Parties. The CONTRACTOR, however, will be required to indemnify the Indemnified Parties to the extent that damages arise from the fault, negligence, or misconduct of the CONTRACTOR or the CONTRACTOR's employees, agents, or subcontractors.

Notice shall be promptly submitted to CWP of any action brought against the CONTRACTOR resulting from or related to this Agreement.

19. Equal Employment Opportunity and Nondiscrimination

The CONTRACTOR shall not exclude from participation, discriminate against, or deny employment services or benefits to any person, including trainees, in the administration of or in connection with any program administered by the CONTRACTOR on the grounds of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, application for Worker's Compensation benefits, youth offender (ORS Chapter 419A.004), sexual orientation or perceived sexual orientation, gender identity, or association with any person with, or perceived to have one or more of the above named characteristics, and for beneficiaries only, citizenship, or participation in the program funded under this Agreement. The CONTRACTOR shall take action to ensure that qualified applicants from groups which have historically been denied equal opportunity for employment because of the above factors shall be provided access to and encouraged to participate in employment and training activities.

CONTRACTOR will comply with all federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to work under this Contract, including but not limited to the following:

- 1) Section 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities;
- 2) Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as amended;
- 3) Age Discrimination in Employment Act of 1967 and Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on basis of age;
- 4) Americans with Disabilities Act of 1990 (ADA) Public Law 101-336 and ORS 659A.142, as amended;
- 5) Section 188 of the Workforce Innovation and Opportunity Act (WIOA);
- 6) Nontraditional Employment for Women Act of 1991;
- 7) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on basis of sex in educational programs;
- 8) Health Insurance Portability and Accountability Act of 1996;
- 9) Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended;
- 10) Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255), as amended relating to nondiscrimination on the basis of drug abuse;



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- 11) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 12) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- 13) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act 42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- 14) 29 CFR Parts 33 and 37 (If Contract includes DOL funds);
- 15) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made;
- 16) If operating within the City of Portland, (IV) 23.01.070 and 23.01.050 of the Code of the City of Portland; and
- 17) The requirements of any other nondiscrimination statute(s) which may apply to the application.

CONTRACTOR expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

Further, CONTRACTOR shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of this Contract and the method of filing a complaint in regard to such.

CONTRACTOR will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear in publications, broadcasts and other communications as outlined in the applicable Uniform Administrative Requirements. Where such materials indicate the CONTRACTOR may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by the CONTRACTOR, as required.

20. Responsibility for Legal Compliance

It is the responsibility of the CONTRACTOR to comply with the following:

A. Limitations on Union or Anti-Union, Sectarian, Religious, Political or Lobbying Activities

No funds under this Agreement shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.

These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying.

The CONTRACTOR agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility which is used or may be used for sectarian instruction or as a place of religious worship.

B. Applicable Laws, Regulations, and Policies

All other applicable, and presently existing or subsequently created or enacted, federal, state and local laws, regulations, executive orders, ordinances and policies and appropriate U.S. Office of Management and Budget Circulars required by the Awarding Agency and the Pass-Through Entity (if applicable), and/or other applicable grants as related to activities under this Contract. This includes all applicable policies of CWP.

C. Fraud Notification Requirements

CONTRACTOR must comply with CWP requirement that all suspected incidents of fraud, abuse, or other criminal activity must be immediately reported on the same business day as the complaint was made or the incident discovered. CONTRACTOR will conform to CWP established policies and procedures for reporting and resolution.

21. Maintenance of Effort

No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.

22. Nepotism

CONTRACTOR shall comply with 20 CFR 683.200(g) and federal and State nepotism rules implementing WIOA. No individual may be placed in an employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

No member of the immediate family of any officer, agent, director, partner or employee of the CONTRACTOR shall receive preferential treatment for enrollment in services or training provided by, or employment with the CONTRACTOR.

The term "immediate family" means wife, husband, life/domestic partner, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandparent, stepparent, and stepchild. This includes aunts, uncles, nieces and nephews by blood or formal adoption only, but not such relationships by marriage.

23. Code of Conduct

CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by funds received in connection with this Contract if a real or apparent conflict of interest as defined by ORS Chapter 244 would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family (see Section 22) or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

The officers, employees, and agents of the CONTRACTOR shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, CONTRACTOR



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may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the CONTRACTOR. No officer, employee or agent, any member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, shall financially benefit from the activities of any program participant or applicant.

24. Patents and Copyrights

The CONTRACTOR shall comply with the standards in 2 CFR Part 200 for the development, licensing, distribution and use of product(s) and material developed with this Contract.

A. Patents

The CONTRACTOR and CWP agree that this Contract shall be governed by Public Law 98-620, by the government wide regulations issued by the Department of Commerce at 37 CFR Part 401 for patents and inventions and implements Awarding Agency regulations. In accordance with these provisions, CONTRACTOR and CWP agree to promptly report all inventions made in the course of or under this Contract.

In the event that a patent application on such an invention is filed, CONTRACTOR hereby grants CWP and the Awarding Agency and Pass-Through Entity a non-exclusive, non-transferable, royalty-free license for research and educational purposes only.

B. Copyrights

The CONTRACTOR agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this agreement without the consent of the copyright owner, unless it obtained specific written approval from CWP for the inclusion of such copyrighted materials.

25. Public Information

Whenever written or verbal information related to the services provided through this Contract is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the CONTRACTOR shall acknowledge and name CWP and the Awarding Agency as providing funding for the services provided through this Contract. Additional applicable public disclosures requirements may be described in contract exhibits.

26. Governing Law, Venue, Consent to Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

Any claim, action, suit or proceeding (collectively, "Claim") between CWP and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

27. Assurance

By signing this Agreement, the authorized representative certifies that the CONTRACTOR:

A. Financial Capability

Has the legal authority to apply for federal, state or local assistance, enter into this Contract Agreement, and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project(s) described in this Agreement.

B. Access to Records

Will give CWP, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of the CONTRACTOR including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper allocation of costs. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.

C. Conflict of Interest

Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Every reasonable course of action shall be taken by the CONTRACTOR in order to maintain the integrity of this expenditure of CWP funds and to avoid any favoritism or questionable or improper conduct.

D. Complete the Work

Will initiate and complete the work within the applicable time frame after receipt of approval from CWP.

E. Political Activities

Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. In addition, the CONTRACTOR agrees to comply with, where applicable, Public Law 101-121, which prohibits influencing federal financial transactions.

Shall not use funds provided under this Contract for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself. Nor shall grant funds be used to pay the salary or expenses of any CONTRACTOR staff or agent, related to any activity designed to influence legislation, appropriations regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by



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an agency or officer of the state, local, or tribal government in policy making and administrative processes within the executive branch of the government.

F. Debarment and Suspension

As required by Executive Orders 12549 and 12689 and 2 CFR 200.214 regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:

- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- 2) Have within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,
- 4) Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall provide an explanation to CWP.

28. Contract Termination

A. Termination for Convenience

This Agreement may be immediately terminated by the mutual consent of the parties.

Either party to this Agreement may terminate the agreement without cause by delivering a thirty- (30) day written notice of intent to terminate to the other party.

CWP may terminate this Agreement for convenience by delivering to CONTRACTOR at least three (3) days advance written notice of its intent to terminate if CWP funding or other resources for programs serviced under this Agreement are withdrawn, suspended, or otherwise altered due to COVID-19.

B. Termination for Cause

CWP may terminate or modify this Agreement, in whole or in part, in writing, immediately upon notice to CONTRACTOR, or at such later date as CWP may establish in such notice, upon the occurrence of any of the following events:

- 1) CONTRACTOR'S misuse of funds provided under this Agreement or any other agreement CONTRACTOR has with CWP. Misuse of funds includes any unauthorized or inappropriate use of contract funds that violate federal, state or local laws or regulations.
- 2) CWP fails to receive funding at levels sufficient to allow the purchase of the indicated CONTRACTOR services;

- 3) Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the services under this Agreement are prohibited or CWP is prohibited from paying for such services from the planned funding source;
- 4) CONTRACTOR no longer holds any license or certificate that is required to perform the work;
- 5) Significant changes in CWP priorities, as indicated by direct action of the Board of Directors of CWP.
- 6) CONTRACTOR, through any cause, has failed to perform in a timely and proper manner its obligations, in whole or in part, under this Agreement, has failed to make sufficient progress towards its objectives, or has violated any of the covenants, agreements, or stipulations of this Agreement. In this event, CWP shall notify the CONTRACTOR of the intended action in writing and specify the effective date thereof.

C. Termination Procedures

In the event of early Contract termination for whatever reason, and after receipt of the Notice of Termination, the CONTRACTOR shall stop work as specified in the notice and cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. The CONTRACTOR will not enter into any further subcontracts and will not place any further order.

In addition, the CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination, to the extent that they relate to the performance of any work terminated by the Notice. With respect to such canceled commitments, the CONTRACTOR agrees to settle all outstanding liabilities and all claims arising out of such cancellation of commitments or ratify all such settlements.

Further, upon termination, CONTRACTOR shall deliver to CWP all documents, information, work-in-progress and other property as detailed in this contract and its exhibits.

D. Payment after Termination

In the event of early Contract termination initiated by either party for whatever reason, the CONTRACTOR shall only be entitled to receive reimbursement for costs incurred for services provided prior to the Contract termination date. It is understood that performance in compliance with the Statement of Work exhibit is a prerequisite to receiving payment.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to CWP for damages sustained by CWP by virtue of any breach of this Agreement by the CONTRACTOR, and CWP may withhold any payments to the CONTRACTOR for the purpose of offset until such time as the exact amount of damages due CWP from the CONTRACTOR is determined.

E. Close Out Responsibilities and Procedures

Upon notice of termination or expiration of this Agreement, regardless of the reason, CONTRACTOR will work with CWP to establish an acceptable close-out plan which will include both program and administrative components and associated due dates that ensure a smooth transition and compliance with all state and federal requirements.

The plan will include, but is not limited to, activities that ensure participants are transferred to another similar program with the



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least amount of disruption possible; participant files and all financial records are updated and assurances in place of record retention provisions; the timeline for submission of final invoices, quarterly reports, leveraged funds, performance reports and updating I-Trac data; and when applicable, accounting of program income, stand-in costs and match funds are in place.

29. Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto. Any amendments to this Agreement or its attachments shall be effective only when they are reduced to writing and duly signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Notwithstanding the foregoing, all amendments created solely to incorporate new laws, rules, guidelines or policies adopted by authorities providing funding to CONTRACTOR through CWP shall bind both parties if signed by only CWP.

30. Force Majeure

Except as hereinafter provided in this Section, no delay or failure in performance by CWP shall constitute a default under this Agreement if the delay or failure is caused, in whole or in part, by a Force Majeure Event. A "Force Majeure Event" means any event beyond the control of CWP and that CWP is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, pandemic, medical epidemic, explosions and other catastrophes, governmental actions or orders, national emergency, war, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy.

31. COVID-19 Safety Requirements

The novel coronavirus ("COVID-19") is a contagious disease that has been declared a global pandemic by the World Health Organization. National, state, and local governmental and health authorities have issued certain health and safety requirements and guidance for the general public and for some specific events or businesses to mitigate the risk of exposure to and transmission of COVID-19. CONTRACTOR attests that it is knowledgeable of and understands all current and applicable legal requirements and guidance concerning COVID-19 health and safety practices (collectively "COVID-19 Safety Requirements") and plans to implement and require COVID-19 Safety Requirements in connection with the purpose of this Agreement. CONTRACTOR understands that the COVID-19 Safety Requirements may change from time to time and acknowledges and understands that CONTRACTOR is responsible for ensuring that worksites selected for participant work-based training programs maintain full compliance with all COVID-19 Safety Requirements at all times in connection with the purpose of this Agreement.

By appropriate written agreement, the CONTRACTOR shall require CONTRACTOR's subcontractors to be bound to the CONTRACTOR by terms of this Section's COVID-19 Safety Requirements and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for ensuring and requirement compliance of all COVID-19 Safety Requirements in connection with this Agreement. Each subcontractor agreement shall reserve and protect the rights of CWP under this Agreement with respect to any issues related to COVID-19 so that subcontracting will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the CONTRACTOR that the CONTRACTOR, by this Agreement, has against CWP.

32. Financial Billing and Reporting Requirements

A. Billing Due Dates

CONTRACTOR shall submit monthly to CWP Administrative Contact all contract billings by the 20th day of the month following the period billed.

B. Final Billing for Close-Out

All Contract billings, unless otherwise stated in Exhibit C, shall be submitted by 45 days after end of contract. This will constitute the final contract billing request for each contract referencing this Agreement. No charges submitted more than 45 days after end of this contract will be reimbursed. CWP may, at its discretion, withhold payment of the final invoice until all close-out requirements have been met in accordance with Section 28.E.

C. Interim Billing Dates.

All Contract billings for the period through June 30 of any year will be submitted no later than August 15 of that year. This will constitute the final Agreement billing request for this time period. No charges submitted after this date will be reimbursed for any time period preceding June 30 of any year.

D. Financial Status Reports

If required by the funding source, Financial Status Reports for the calendar quarter must be received by CWP by the 20th day of the month following the end of the quarter. Expenditure data is required to be reported on an accrual basis. CWP will provide CONTRACTOR with the Financial Status Report workbook to be used for this purpose.

33. Expenditure Restrictions

A. Cost Reimbursement

This Agreement is based on a cost-reimbursement method of payment unless otherwise noted in the Budget exhibit.

B. Purchase and Maintenance of Equipment

Equipment or capital outlays may not be purchased with contract funds provided under this Agreement unless expressly allowed for in the Budget Conditions.

When allowed, all purchases must comply with 2 CFR 200.310-327, State, and CWP property policies. The CONTRACTOR shall obtain CWP written approval before purchasing equipment which has a useful life of more than one year. For equipment purchases with an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, Awarding Agency approval is required and will be sought by CWP upon written request from CONTRACTOR. CONTRACTOR may not purchase equipment in the last year of performance. If any approved acquisition has not occurred prior to the last year of performance, approval for that item(s) is rescinded.

CONTRACTOR shall maintain an up-to-date inventory listing of all equipment and other assets purchased by CWP for the CONTRACTOR's program or purchased by CONTRACTOR with funds provided under each contract referencing this Agreement. CONTRACTOR shall implement adequate maintenance procedures to keep such property in good condition.

Inventory records must include the following data on each item with an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, and/or for those items directed by CWP to be included in the inventory: Description; serial number; title holder; acquisition date and cost; percentage of federal participation in the cost; location, use, and condition of the property; and any ultimate disposition data including date of disposal and sale price. The CONTRACTOR



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shall conduct an annual physical inventory of such property for submission to the CWP Administrative Contact at the end of each fiscal year.

Equipment purchased with funds under this Agreement shall be intended for use and benefit of participants and activities under this Agreement.

Ownership of all inventoried equipment directly charged to the funds under this Agreement and other assets purchased by CWP for the CONTRACTOR's Program rests with CWP. CWP may take possession of all such property at any time during and upon termination or expiration of this Agreement. All such property shall be returned to CWP within thirty (30) days after the contract has terminated or expired unless otherwise authorized by CWP.

C. Consultants

Consultant fees paid under this Agreement shall be limited as provided in Federal Acquisition Regulation Clause 31.205-33 or other applicable state or federal law. The current limitation for Federal funds is \$710 per day.

D. Salary and Bonus Limitations

Under Public Law 113-235, Section 105, none of the funds appropriated under the heading 'Employment and Training' shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2021/executive-senior-level>. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of cost of living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

E. Responsibility for Cost Reduction

For activities funded under this Agreement, the CONTRACTOR shall identify training costs supported by other federal, state, or local programs in order to ensure that these federal funds are in addition to funds otherwise available.

34. Financial Documentation for Billing

Financial backup documentation is required with monthly billings. CWP retains the right to ask for more detailed backup documentation at any time. Upon request, CONTRACTOR will provide copies of actual source documents or general ledger detail supporting all invoiced expenditures at the time of billing. When general ledger detail is not available or source documentation is excessive, CONTRACTOR may provide a summary of the detail with an attestation to the validity of the information and will maintain the detailed back up as outlined in Section 13 of this exhibit.

35. Technology and Participant Data Management

CWP makes use of Internet technologies to communicate with CONTRACTOR and track Contract performance. Email, web information systems, and an internet-based data management system are the primary technologies. To support this technology, CONTRACTOR must have:

- A. Business-grade, broadband internet connectivity.
- B. Network and workstation virus protection that is fully functional and updated at least weekly.
- C. Individual E-mail accounts for staff working with CWP allow attachment size of at least 5 Megabytes.

Documentation of services will be maintained as directed by CWP policy and procedures.

If CONTRACTOR is required to use I-Trac, see Exhibit D Statement of Work, to support I-Trac technology and use, CONTRACTOR must have:

- D. PCs with 4 GB RAM or more, and 20 GB or more of available disk space.
- E. One of the following Internet browser programs: Chrome-based Microsoft Edge, or the latest version of Google Chrome, including Chrome for macOS.
- F. Monitors capable of at minimum a 1024x768 resolution that is comfortable for the user.

36. Security of Information

A. Personally Identifiable Information

CONTRACTOR must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval or by court order. Recipients must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

B. Breach Notification

Any CONTRACTOR who becomes aware of any potential breach of a document or electronic file containing participant personal information will immediately notify CWP. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of an electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

C. Social Security Number Use

CONTRACTOR will not print a participant's full Social Security Number (SSN) on any document that will be sent through the mail (U.S. or electronic) without a written request from the person whose SSN will be printed on the document, except as required by law. CONTRACTOR will use only the I-Trac Customer ID, the Jobseeker ID, or the last 4 digits of a SSN on documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, CONTRACTOR will take steps to protect the document from unauthorized disclosure. CONTRACTOR will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by state or federal law. CONTRACTOR may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No CONTRACTOR will publicly post or display a document containing a full SSN.

D. Data and Record Security

CONTRACTOR must develop, implement and maintain reasonable safeguards to protect the security and confidentiality



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of participant personal information. Employees of CONTRACTOR with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. CONTRACTOR must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. CONTRACTOR will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

37. Program Income

Program income must be tracked by funding source and reported to CWP on the CWP Billing Workbook at the time of each billing and in the appropriate section of the Financial Status Report. If CONTRACTOR generates program income with Contract funds, the program income must be added to the Contract, shall be considered Contract funds, and must be used or expended in accordance with the terms and conditions of this Agreement prior to requesting disbursement of additional funds under this Agreement from CWP. CONTRACTOR will comply with program income requirements outlined in 2 CFR 200.307.

38. Stand-In Costs

Stand-in costs must be tracked by funding source and reported to CWP in the appropriate section of the Financial Status Report. In order to be considered as valid substitutions, the costs shall have been reported by the CONTRACTOR as uncharged program costs under the same title and in the same program year in which the disallowed costs were incurred; shall have been incurred in compliance with laws, regulations, and contractual provisions governing funding source; and shall not result in a violation of the applicable cost limitations.

39. Leveraged Resources

Leveraged resources are defined as all resources used by the CONTRACTOR to support activity and outcomes of this Agreement, whether those resources meet federal standards for "match" funds. Leveraged resources that were expended by the CONTRACTOR must be reported as directed by CWP.

40. Business Relocation Service Prohibitions

Refer to WIOA and implementing federal and state rules. Federal funds may not be used for:

- A. Relocation of a business or part of a business from any location in the United States, if the relocation would result in any employee losing his or her job at the original location;
- B. Customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States until the company has operated at that location for 121 days or more, if the relocation resulted in any employee losing their jobs at the original location.

41. Public Announcements

When issuing statements, press releases, and requests for proposals, bid solicitation, and other documents describing programs funded in whole or in part with federal money under this Agreement, CONTRACTOR shall follow the CWP Public Disclosure Statement policy.

42. Funding Acknowledgement

All written brochures, training materials, curriculum and other written materials whose development is supported in whole or in part with funds provided under this Agreement must contain a funding acknowledgement. The specific language required will be provided by CWP upon CONTRACTOR request.

43. Creative Commons License Requirement

Pursuant to 2 CFR 2900.13, to ensure that the federal investment of DOL funds has as broad an impact as possible and to encourage innovation in the development of new learning materials, CONTRACTOR must license to the public all work created with the support of federal funds provided through this Agreement under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with federal funds and modifications made to pre-existing, CONTRACTOR-owned content using federal funds.

This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the CONTRACTOR. CONTRACTOR will affix notice of the license to the Work. For general information on CC BY, please visit creativecommons.org/licenses/by/4.0. Instructions for marking your work with CC BY can be found at wiki.creativecommons.org/Marking_your_work_with_a_CC_license. Questions about CC BY as it applies to specific applications should be submitted in writing to CWP.

Only work that is developed by the CONTRACTOR with federal funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the CONTRACTOR from third parties, including modifications of such materials, remain subject to the intellectual property rights the CONTRACTOR receives under the terms of the particular license or purchase. In addition, works created by the CONTRACTOR without Federal funds do not fall under the CC BY license requirement.

The purpose of the CC BY licensing requirement is to ensure that materials developed with Federal funds result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, CONTRACTOR will respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.

44. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal purposes; i) the copyright in all products developed under any grant provided under this Agreement, including products developed under a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient or subrecipient or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. CONTRACTOR may not use Federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department of Labor has a license or rights of free use in such work. The CONTRACTOR, however, may use Federal funds to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with Federal funds, including intellectual property, these revenues are program income. Program income is added to the contract and must be expended for allowable activities (2 CFR 200.307).



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CONTRACTOR will apply the following statement on all products developed in whole or in part with Federal funds: "This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The U.S. Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership."

45. WorkSource Portland Metro Centers

If CONTRACTOR is the primary provider of WIOA IB Adult and Dislocated Worker services and training services for other contracted grants within a WorkSource Portland Metro Center, CONTRACTOR is a partner in the WorkSource Portland Metro system and as such acts as a representative and agent of the system in the delivery of program services available through the federal, state, and local grants. This means that CONTRACTOR has authority to sign on behalf of the WorkSource system on training agreements that are required for work-based training programs, including but not limited to, On-the-Job Training Agreements, Employer Workforce Training Agreements, and others that may be developed and communicated through program policy and regional program standards to support service delivery.

If the CONTRACTOR becomes a partner within a WorkSource Center that is located within a State of Oregon Employment Department office, CONTRACTOR will assure that any lease or sub-lease for the WorkSource Center space includes a transfer clause to CWP. In the event any contract referencing this Agreement is terminated by either party, CONTRACTOR agrees to transfer the lease/sub-lease and relinquish the space to CWP for use by the new service provision CONTRACTOR. Additionally, the CONTRACTOR may not move the workforce development program out of the WorkSource Center without written approval from CWP. If the CONTRACTOR is leasing additional space within the WorkSource Center for another program, that relationship will not be impacted by any changes to this Agreement or any contract referencing this Agreement.

46. Lobbying

If the CONTRACTOR is a recipient of federal assistance funds of \$100,000 or more, whether all or only part of the funds are provided by CWP, the CONTRACTOR certifies by signature of this Agreement that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. Sec. 1352.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the contract documents for all

subcontracts and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

47. Veteran's Priority Provisions:

38 U.S.C. 4215 requires CONTRACTOR to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where CONTRACTOR must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. CONTRACTOR must comply with DOL guidance on veterans' priority, ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL 10-09 is available http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

48. Additional Assurance and Certification for Agreements over \$100,000

A. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations

By execution of this Agreement, CONTRACTOR hereby provides CWP a written assurance that the CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 30), and further, CONTRACTOR agrees to promptly report all infractions to the federal awarding agency and the Regional Office of the Environmental Protection Agency.

B. Drug Free Workplace Certificate

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace.
 - b) The CONTRACTOR's policy of maintaining a drug-free workplace.
 - c) Any available drug counseling, rehabilitation, and employee assistance programs.
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 48.B.1;



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- 4) Notifying the employee in the statement required by paragraph 48.B.1 that, as a condition of employment under the Contract, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 5) Notifying CWP in writing, within ten calendar days after receiving notice under 4.b. above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.b above, with respect to any employee who is so convicted:
 - A) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - B) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1)through 6) above.

49. National Labor Relations Act Employee Rights Notice

During the term of this Agreement, CONTRACTOR agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places where employees covered by the National Labor Relations Act engage in activities relating to the performance of the Agreement, including all places where notices to employees are customarily posted both physically and electronically (29 CFR 471).

50. Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) require sub-recipients with federal award over \$30,000 to register with the System for Award Management (SAM) and receive a Unique Entity Identifier (UEI).

CONTRACTOR represents and warrants that it is currently registered with SAM and has provided CWP with its UEI. CONTRACTOR shall properly maintain its SAM registration and will notify CWP of any changes in its registration status, including but not limited to a change to its UEI for any reason.

51. Text Messaging While Driving (Executive Order 13513 Section 4)

CONTRACTOR will adopt policy that prohibits staff text messaging while driving company-owned or rented vehicles or while driving personal vehicles and performing any work for or on behalf of each contract referencing this Agreement.

52. Limited English Proficiency (Executive Order 13166)

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and

resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. CONTRACTOR is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

53. Seat Belts (Executive Order 13043)

Pursuant to EO 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

54. Prohibition on Trafficking in Persons (Executive Order 13333)

This Agreement may be terminated without penalty, if the grantee or any subgrantee, or the CONTRACTOR or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement. (22 U.S.C. § 7104(g))

55. Special Requirements for Conferences and Conference Space

Conferences sponsored in whole or in part by the CONTRACTOR are allowable if the conference is necessary and reasonable for the successful performance of this Agreement. CONTRACTOR is urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. CONTRACTOR will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed. CONTRACTOR must obtain prior approval from CWP before holding any conference (which includes retreat, seminar or symposium or similar event).

56. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

57. Buy American Notice Requirement

None of the funds made available under this award may be expended by an entity unless the entity agrees that in expending the funds it will comply with 41 U.S.C. 8301 through 8303 (commonly known as the "Buy American Act").

58. Prohibition on Providing Federal Funds to ACORN

These funds may not be provided to the Association of Community Organizations for Reform now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.



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59. Prohibition on Contracting

- A. CONTACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any federal law within the preceding 24 months. Expenses prohibited or unallowable under any other federal, state or local law or regulation, including foreign travel.
- B. CONTACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- C. No funds made available under a federal act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers of this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

60. Violation of the Privacy Act

These funds cannot be used in contravention of the 5 U.S.C. 552a or regulations implementing that section.

61. Insurance Requirements

CONTRACTOR shall provide insurance coverage at its own expense, issued by responsible carriers rated A VII or better by A.M. Best's rating service (unless otherwise approved by CWP), and in a form reasonably satisfactory to CWP, that meets the requirements of this Section 62. All insurance carried by the CONTRACTOR must be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the CONTRACTOR.

CONTRACTOR shall be financially responsible for all deductibles or self-insured retention contained within the insurance. Except as otherwise required below, CONTRACTOR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits to any insurance required under this Section 62 without thirty (30) days advance written notice from the CONTRACTOR to CWP.

If the insurance is canceled or terminated prior to completion of the Agreement, CONTRACTOR shall purchase new coverage and provide a certificate of insurance evidencing coverage and limits equal to or greater than the required level of insurance under this Section 62. In the event the CONTRACTOR fails to keep in effect at all times the specified insurance coverage, CWP may terminate this Agreement, subject to the provisions of this Agreement.

A. General Liability Insurance

CONTRACTOR must carry a Commercial General Liability (CGL) insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. The CGL coverage shall include all major coverage categories including without limitation bodily injury, property damage, and contractual liability.

B. Motor Vehicle Liability Insurance

CONTRACTOR must carry Automobile Liability insurance with a combined single limit of not less than \$1,000,000 combined single

limit per accident for Bodily Injury and Property Damage for CONTRACTOR'S vehicles, whether owned, hired, or non-owned.

C. Professional Liability Errors and Omissions Insurance

Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

D. Workers' Compensation Insurance

The CONTRACTOR must carry Workers' Compensation Insurance sufficient to meet statutory limits. If the CONTRACTOR pays wages directly to trainees under this Contract, the CONTRACTOR must also carry Workers' Compensation Insurance sufficient to meet statutory limits that covers any and all such trainees. No Workers' Compensation Insurance has been or will be obtained by CWP for the CONTRACTOR or for the CONTRACTOR'S employees and subcontractors.

E. Sexual/Physical Abuse/Molestation Insurance

If serving participants less than age 18, elderly, and persons with disabilities, CONTRACTOR must carry a Sexual or Physical Abuse or Molestation Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$1,000,000 in the aggregate.

F. Bonding

The CONTRACTOR shall carry Employee Dishonesty coverage on every officer, director, agent, or employee authorized to receive or deposit funds under this contract or issue financial documents, checks, or other instruments of payment of program costs. The coverage shall be in the amount of at least \$100,000 and shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates.

G. Property and Equipment

All property and equipment purchased by CONTRACTOR with funds received under this Agreement, or purchased on behalf of CONTRACTOR for the program site(s) covered under this Agreement, shall be insured by CONTRACTOR at replacement value against fire, theft, and destruction equal to the full replacement cost.

H. Certificates of Insurance

As evidence of the insurance coverage required by this Agreement, the CONTRACTOR shall furnish acceptable insurance certificates to CWP at the time, or prior to the time, CONTRACTOR executes this Agreement. CONTRACTOR shall name CWP and each of its officers, agents, and employees as additional insured with respect to the CONTRACTOR'S services to be provided under this Agreement. If requested, complete copies of any insurance policy shall be provided to CWP.

I. Additional Insureds

The Indemnified Parties shall be additional insureds on CONTRACTOR'S insurance policies for CGL, Automobile Liability, and Sexual or Physical Abuse or Molestation Liability insurance policies for claims caused in whole or in part by CONTRACTOR'S negligent acts or omissions.

J. Subcontractor Insurance

CONTRACTOR shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the CONTRACTOR under this Agreement, unless this requirement is expressly modified or waived by CWP in writing.



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62. Definitions

Capitalized terms not defined in this Agreement have the meanings given to them in CWP policies and procedures or the Workforce Innovation and Opportunity Act, as amended (29 USC 32), and any subsequently issued guidance and regulations thereto.

63. Oregon False Claims Act

CONTRACTOR acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by CONTRACTOR pertaining to this Agreement that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750 (1)). By its execution of this Agreement, CONTRACTOR certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement or to the Project. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against CONTRACTOR. Nothing in this section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785.

Grantee shall immediately report in writing, to CWP, who is will forward the report to the Higher Education Coordinating Commission (funder), any credible evidence that a principal, employee, agent, or subcontractor of CONTRACTOR, or any subgrantee or other person, has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or monies paid by funder under this Agreement.

1. Definitions

Capitalized terms will have the following meanings:

Applicable Laws means all federal, state, and local laws related to data security, data protection, data privacy, data breaches, and any similar subject matter that may be applicable to Personal Information provided to CONTRACTOR for Use under this Agreement. This may include, but is not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act, and similar laws and their associated regulations as amended from time to time.

Authorized Employees means CONTRACTOR's employees who have a need to know or otherwise access Personal Information to enable CONTRACTOR to perform its obligations under this Agreement.

Authorized Persons means (i) Authorized Employees; and (ii) CONTRACTOR's subcontractors and agents who have a need to know or otherwise access Personal Information to enable CONTRACTOR to perform its obligations under this Agreement, and who are bound by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms of this Agreement.

Best Industry Practices means that degree of skill, quality, care, foresight, or operating practice that would reasonably and ordinarily be expected of a skilled and competent service supplier in the same industry as CONTRACTOR under the same or similar circumstances as contemplated in this Agreement.

Highly Sensitive Personal Information means an individual's (i) government-issued identification number (including, but not limited to, Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information; or (iii) biometric, genetic, health, medical, or medical insurance data.

Personal Information means information provided to CONTRACTOR by or at the direction of CWP, information which is created or obtained by CONTRACTOR on behalf of CWP, or information to which access was provided to CONTRACTOR by or at the direction of CWP, in the course of CONTRACTOR's performance under this Agreement that: (i) identifies or can be used to identify an individual (including without limitation names, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), including, without limitation, all Highly Sensitive Personal Information.

Security Breach means any actual or suspected compromise of security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by CONTRACTOR (or any Authorized Persons) that relate to the protection of the security, confidentiality, or integrity of Personal Information. Without limiting the foregoing, a compromise includes any unauthorized access to or unauthorized disclosure or acquisition of Personal Information.

Use means, with respect to Personal Information, sale, rental, creation, collection, acquisition, receipt, transfer, transmission, storage, disposal, use, distribution, or disclosure.

2. Standard of Care

A. CONTRACTOR will comply with the terms and conditions set forth in this Agreement in its Use of Personal Information and be responsible for any unauthorized Use of Personal Information under its control or in its possession, including by any Authorized Persons.

B. CONTRACTOR will:

- 1) Keep, maintain, and Use all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized Use.
- 2) Not Use Personal Information in violation of Applicable Laws.
- 3) Use Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided to CONTRACTOR pursuant to the terms and conditions of this Agreement, and not Use or make available Personal Information for CONTRACTOR's own purposes or for the benefit of anyone other than CWP, in each case, without CWP' prior written consent.

Exhibit B: Data Sharing & Privacy Agreement

- 4) Not directly or indirectly disclose Personal Information to any person other than Authorized Persons unless and to the extent required by Applicable Laws, in which case, CONTRACTOR will use best efforts to notify CWP before such disclosure or as soon thereafter as reasonably possible.

3. Information Security

- A. CONTRACTOR represents and warrants that its Use of Personal Information does and will comply with all Applicable Laws.
- B. CONTRACTOR will implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.
- C. Without limiting CONTRACTOR's obligations under Section 3(A), CONTRACTOR will implement administrative, physical, technical, and organizational safeguards to protect Personal Information from unauthorized Use, destruction, alteration, accidental loss, or damage that are no less rigorous than Best Industry Practices, including the National Institute of Standards and Technology Cybersecurity Framework or other applicable industry standards for information security, as amended from time to time, and will ensure that all such safeguards, including the manner in which Personal Information is Used, comply with Applicable Laws, as well as the terms and conditions of this Agreement.
- D. At a minimum, CONTRACTOR's safeguards for the protection of Personal Information must include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls; (vi) encrypting Highly Sensitive Personal Information stored on any mobile media; (vii) encrypting Highly Sensitive Personal Information transmitted over public or wireless networks; (viii) segregating Personal Information from information of CONTRACTOR or its other customers so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments and promptly implementing a corrective action plan to correct any issues that are reported as a result of the assessments; (x) implementing appropriate personnel security procedures and practices, including conducting background checks consistent with Applicable Laws; and (xi) providing appropriate privacy and information security training to CONTRACTOR's employees. CONTRACTOR's safeguards must also satisfy the minimum standards of all Applicable Laws.

4. Security Breach Procedures

- A. CONTRACTOR will notify CWP of a Security Breach as soon as practicable, but no later than twelve (12) hours after CONTRACTOR becomes aware of it by emailing CWP at bridget.dazey@clackamasworkforce.org with a copy by email to CONTRACTOR's primary business contact within CWP.
- 1) The email to CWP must include a brief description of the Security Breach, the type of Security Breach (e.g., electronic, data systems, paper files), the steps CONTRACTOR has taken to address the Security Breach and the contact names of CONTRACTOR staff member that CWP is to work with responding to the Security Breach.
- 2) CWP will designate a CWP staff member that will act as the CONTRACTOR's primary point of contact for further coordination of the parties' response to the Security Breach as further described below.
- B. Immediately following CONTRACTOR's notification to CWP of a Security Breach, the parties will coordinate with each other to investigate the Security Breach. CONTRACTOR agrees to fully cooperate with CWP' participation in the matter, including, without limitation: (i) conducting or assisting with any investigation; (ii) providing CWP with physical access to the facilities and operations affected; (iii) performing or facilitating interviews with CONTRACTOR's employees and others involved in the matter; and (iv) reviewing or making available all relevant records, logs, files, data reporting, and other materials required to comply with Applicable Laws, Best Industry Practices, or as otherwise required by CWP.
- C. CONTRACTOR will at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including without limitation taking any and all action necessary to comply with Applicable Laws. CONTRACTOR will reimburse CWP for all actual costs incurred by CWP in responding to, and mitigating damages and losses caused by, any Security Breach, including, but not limited to, all costs of investigation, notice, and remediation.
- D. CONTRACTOR will not inform any third party of any Security Breach without first obtaining CWP' written consent from either the Executive Director, Chief Operating Officer or Chief Program Officer. CWP will have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law, or otherwise in CWP' discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- E. CONTRACTOR agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

Exhibit B: Data Sharing & Privacy Agreement

F. CONTRACTOR agrees to fully cooperate at its own expense with CWP in any litigation, investigation, or other action deemed necessary by CWP to protect its rights and defend its actions relating to the Use, protection, and maintenance of Personal Information.

5. Oversight of Security Compliance.

Upon CWP' request, CONTRACTOR will allow CWP or, upon CWP' election, a third party on CWP' behalf, to perform an assessment of all controls, safeguards, and information security programs in CONTRACTOR's environment in relation to all Personal Information being handled pursuant to this Agreement. CONTRACTOR will fully cooperate with such assessment. In addition, upon CWP' request, CONTRACTOR will provide CWP with the results of any audit performed by or on behalf of CONTRACTOR that assesses the effectiveness of CONTRACTOR's controls, safeguards, and information security program as relevant to the security and confidentiality of Personal Information Used during the course of this Agreement.

6. Return or Destruction of Personal Information.

At any time during the term of this Agreement, at CWP' request or upon the termination or expiration of this Agreement for any reason, CONTRACTOR will, and will instruct all Authorized Persons to, promptly return to CWP all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to CWP that such Personal Information has been returned to CWP or disposed of securely in accordance with Best Industry Practices and Applicable Laws. CONTRACTOR will comply with all directions provided by CWP with respect to the return or disposal of Personal Information.

7. Equitable Relief.

CONTRACTOR acknowledges that any breach of its covenants or obligations set forth in this Agreement may cause CWP irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, CWP is entitled to seek equitable relief in addition to any other remedy to which CWP may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity.

8. Indemnification.

Without limiting CONTRACTOR's obligations under any other term or condition of this Agreement, CONTRACTOR will defend, indemnify, and hold harmless CWP and its subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns (each, a "CWP Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, administrative proceedings, agency actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing benefit payments from any insurance providers, arising out of or resulting from CONTRACTOR's acts, omissions, or failure to comply with any of its obligations under this Agreement.

9. To the extent of a conflict between this Exhibit and the Agreement, this Exhibit will control.



IRCO
Contract 23-24-02
Exhibit C: Budget

I. **Budget**

WIOA Adult

Budget Line Item	Begin Bal	Change	Total
Personnel	42,858		42,858.00
Program Support	7,692		7,692.00
Direct Participant Costs	2,250		2,250.00
WIOA Adult Total	52,800	-	52,800.00

WIOA Dislocated Worker

Budget Line Item	Begin Bal	Change	Total
Personnel	42,858		42,858.00
Program Support	7,692		7,692.00
Direct Participant Costs	2,250		2,250.00
WIOA Dislocated Worker Total	52,800	-	52,800.00

Oregon Youth Employment Program

Budget Line Item	Begin Bal	Change	Total
Personnel	32,498		32,498.00
Program Support	9,771		9,771.00
Direct Participant Costs	17,731		17,731.00
OYEP Total	60,000	-	60,000.00

STEP

Budget Line Item	Begin Bal	Change	Total
Personnel	22,535		22,535.00
Program Support	4,785		4,785.00
Direct Participant Costs	5,680		5,680.00
STEP Total	33,000	-	33,000.00

II. **Expenditure Restrictions**

A. **Expenditure Period**

Funds provided under this Contract may only be expended during the contract term, except: STEP funds may only be expended through **September 30, 2023**.

B. **Final Billing Dates**

Due dates are subject to change if requirements are revised by the funding source. If this occurs, the changes will be communicated to the Fiscal Contact listed via email.

The final billing for all STEP expenses through **September 30, 2023**, must be received by **October 20, 2023**.

C. **Cost Reimbursement**

This Contract is based on a cost-reimbursement method of payment.

D. **Prohibited Use of Funds**

CONTRACTOR will ensure that these funds are not spent on the following items, which are addressed by WIOA or the funding source and will be subject to federal, state, and local rules:

- 1) Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special federal disaster relief assistance grant.
- 2) Expenses prohibited or unallowable under any other federal, state, or local law or regulation, including foreign travel.
- 3) General economic development and related employment generating activities.



IRCO
Contract 23-24-02
Exhibit C: Budget

- 4) Capitalization of businesses.
- 5) Investment in contract bidding resource centers.
- 6) Investment in revolving loan funds.
- 7) Drug testing except to facilitate the hiring process.
- 8) The wages of incumbent employees during their participation in training when funded by WIOA.
- 9) Costs associated with general agency fund-raising activities are not allowable.
- 10) Program Administration and Indirect costs are not allowable to Community Development Block Grant (CDBG) funds.
- 11) Food costs are not allowable to WIOA, not even for participants.

E. Budget Line Flexibility

Budget Line Flexibility set forth in this Section applies separately to each Funding Source Code shown within the Budget set forth in Section I. Allowable over-expenditures in a budget line item under one Funding Source Code may not be spent from any other unexpended/under-expended budget line item(s) under another Funding Source Code without a formal Budget modification.

- 1) Expenditures by Funding Source may not exceed the Total Summary Budget for the Funding Source. Fund expenditures must be used to provide services to participants eligible for and enrolled in the Funding Source program(s).
- 2) Direct cost line-item variance within a funding source that exceeds 20 percent of the total budget of the funding source requires a budget modification to the contract.
- 3) Direct cost budget variances that impact the Statement of Work and agreed upon outcomes or deliverables requires a budget modification to the contract.
- 4) Formal Budget modifications may be granted by CWP on written request from the CONTRACTOR, provided there is sufficient justification documented for the change(s) based on program objectives.
- 5) In Funding Source Budgets that include a separate project for SNAP E&T, line-item costs in the SNAP E&T project and the corresponding non-SNAP project may be used interchangeably to cover under- or over-expenditures between the two projects.



IRCO
Contract 23-24-02
Exhibit D: Statement of Work

Executive Summary

This contract is between Clackamas Workforce Partnership (CWP) and Immigrant and Refugee Community Organization (IRCO) and is funded with Title 1B of the Workforce Innovation and Opportunity Act (WIOA) and other discretionary funds. This contract calls for the delivery of workforce development services to youth, adults, and dislocated workers in Clackamas County.

Relationship to the CWP's Local Strategic Plan and Goals

The Local Strategic Plan, which is aligned to the State of Oregon's Workforce and Talent Development Board's Strategic Plan, outlines priorities for the local workforce system in Clackamas County. The services in this contract will support the following 2020-2024 Local Strategic Plan goals:

1. People:
Ensure that all people are competitive in a 21st century economy, reach their full potential, and meet their employment needs.
2. Business:
Align public and industry partners to enhance recruitment and retention.
3. System Awareness & Alignment:
Create a workforce ecosystem with public-private partnerships of business, education and community-based organizations that actively invest in systems change.

Contractor services will also support CWP's business and sector strategies initiatives, including the Quality Jobs Initiative (<https://www.clackamasworkforce.org/for-businesses/quality-jobs-initiative/>). This approach to working with employers focuses on analyzing and identifying strategies to meet the needs of employers and support job seekers in obtaining jobs in specific, cross regional, growing industry sectors including (1) manufacturing, (2) technology, (3) healthcare, (4) construction, and an emerging sector (5) early care and education. This work will be done in partnership with neighboring workforce areas through the Columbia Willamette Workforce Collaborative (CWWC). See <https://www.clackamasworkforce.org/business/cwwc/>.

To the extent possible, participants are to be placed into quality jobs that meet the quality jobs standards as outlined in the Quality Jobs framework (<https://www.clackamasworkforce.org/wp-content/uploads/2022/07/CWWC-Quality-Jobs-Framework.pdf>). The jobs ideally are to pay self-sufficient wages in safe working conditions with predictable hours and comprehensive benefits as well as meeting the specific needs of participants.

Diversity, Equity, and Inclusion

CWP is committed to the development of a more equitable and inclusive workforce system that meets the needs of all Clackamas County residents, jobseekers, and employers. CWP expects a demonstrated commitment to the principles of diversity, equity, inclusion, and accessibility



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Exhibit D: Statement of Work

(DEIA) from contracted partners. This may include participating in or attending relevant work groups; staff training and development opportunities; conferences, forums, and other special events; surveys and focus groups; etc. CWP contractors may also be asked to participate in, contribute to, incorporate, or implement new strategies for data collection and analysis; public engagement and outreach; program enrollment; case management; and customer service, with an emphasis on tools, processes, and strategies that incorporate or advance DEIA practices within the public workforce system. Lastly, CWP contractors will assist in continuous improvement activities that enhance the public workforce system and promote the infusion of DEIA in system wide practices, including through participation in the Continuous Improvement and Local Leadership teams; assist in engaging current/former customers in advisory roles; and development and use of customer feedback mechanisms. CWP will assist contractors in meeting these obligations, incorporating new tools and practices, and accessing relevant resources.

Business Reports

IRCO will provide a quarterly report due the 20th of the month following quarter's end (April, July, Oct, Jan) to the CWP Industry Sector Leads. This report will list the names of businesses served benefiting by CWP funded programs. The report will also identify businesses employing youth vs. adults and will include the county location and company point of contact. IRCO will also be expected to use a shared customer management relationship system (CRM) as directed by CWP's Business Managers. Data entry will begin once IRCO staff are provided access and trained in the system.

1. WIOA Adult/Dislocated Worker Program Overview

The purpose of WIOA is to increase access to and opportunities for individuals, particularly those individuals with barriers to employment, to succeed in the labor market. IRCO will provide culturally appropriate outreach, support and career development, training and employment services to limited English language speaking (with an emphasis on Spanish speaking) Clackamas County residents to ensure they attain, retain, and advance in employment.

CWP, through our contractors, promotes and supports skill development of the local workforce through the local integrated model of service provision in the WorkSource Oregon - Clackamas Center. In collaboration with the Oregon Employment Department manager, staff, and partners at WorkSource Oregon – Clackamas; IRCO will assist with implementing the WorkSource Oregon's Operational Standards (the vision of a comprehensive workforce system which provides a description of the minimum-level content/services(s) required) to coordinate and ensure that quality services are available to all customers.

IRCO will offer and provide the participants they serve with career exploration and employment plan development services, training services (ESL, GED, soft skills development, short and long-term occupational skills training, and/or work based training), job search and job placement services (cover letter and resume writing, application



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Exhibit D: Statement of Work

assistance, interview skills coaching, salary negotiation, job matching) and support services (such as transportation, child care, books, supplies, and others) to ensure participants' successful achievement of their employment goals. The outcomes achieved because of the innovative, motivational, and strength-based services provided by IRCO will increase the number of adults and dislocated workers with significant barriers in gaining, retaining, and advancing in employment.

Workforce services will be provided to adults and dislocated workers, ages 18 and over, who meet the regulatory eligibility definitions for WIOA Adult and Dislocated Worker formula funds. Twelve months of follow-up retention services to individuals may also be required, depending on State guidance.

Occupations considered in-demand or with significant annual openings or vacancies will be the priority for occupational training Individual Training Account (ITA) funding. WIOA adult and dislocated worker service providers will use the Clackamas Workforce Partnership ITA Strategic Occupation List which lists occupations that can be funded with ITAs. The intention of this list is to prioritize targeted sectors and to move people into quality jobs. Occupational training programs and training providers funded with ITAs must be on the Statewide Eligible Training Provider List (ETPL). Any exceptions to the Strategic Occupation List must be brought before the CWP's Program Manager for review and consideration prior to funding.

Through the Clackamas Works! project, IRCO will have a presence at the WorkSource Clackamas Center at minimum 1 day per week to be a resource to Center staff as well as serving the individuals enrolled through this contract. Remaining work week hours will be spent at IRCO or other locations to meet participants where it is most convenient for them.

Participant Case Management File

IRCO will collect program participant data using two internet-based management information systems, I-Trac, which is a system built and maintained by Worksystems, Inc, and WOMIS, which is a system built and maintained by the State of Oregon. All participant data must be input into I-Trac within 5 business days of the activity. IRCO must maintain an electronic file for each participant which will detail the service history and will upload eligibility and outcome documentation into I-Trac's new document upload functionality. Additionally, information must be maintained in such detail to support the expenditure of funds.

Performance Outcomes for Program Year 2023

IRCO will serve a minimum of 30 limited English language speaking participants in the Adult and Dislocated Worker WIOA program at any given time during a quarter. A majority of the limited English language speaking participants will speak Spanish as their native language.

WIOA Performance Expectations



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Exhibit D: Statement of Work

Performance Measure	Level
Entered Employment Rate – measured in Q2 after exit	64.7%
Employment Retention Rate – measured in Q4 after exit	70.6%
Median Earnings - measured in Q2 after exit only. Median is defined as the numerical value that separates the higher half from the lower half of earnings.	\$8416
Credential Rate - Percentage of participants who obtain a recognized postsecondary credential or diploma during participation or within 1 year after program exit.	71.0%
Measurable Skills Gain – Percentage of participants who, during a program year, are in an education or training program and who are achieving measurable skills gains.	67.52%

Participants are expected to be placed into quality jobs that meet the Quality Jobs standards as outlined in the Quality Jobs framework. The jobs ideally are to pay self-sufficient wages in safe working conditions with predictable hours and comprehensive benefits, have opportunities for training and advancement, as well as meeting the specific needs of participants.

If performance falls below the negotiated level, CWP will take the following actions with the Contractor:

- Meet with the Contractor to assess why the performance measure(s) were not met and create a written performance improvement plan.
- If performance is not met within the expected timeframe in the written performance plan, CWP will report to the CWP's Board which performance measure(s) have been missed.
- Review historical data and follow the considerations and recommendations of the CWP Board from the following options:
 - Review historical data and decide if course corrections are adequate and grant additional year of the contract under a corrective action plan.
 - Require other appropriate measures designed to improve the performance of the Contractor.
 - Discontinue use of the Contractor due to inability to achieve required performance levels.

2. STEP (October 1, 2022 – September 30, 2023)

Provide 20 STEP eligible SNAP only participants with job search training, career/technical education/short-term training/other vocational training, and pre-apprenticeship services. All participants will received job search training, 8 will receive career/technical education/short-term training/other vocational training, and 4 will enter pre-apprenticeship programs.

The services must meet the STEP program requirements below.



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IRCO will:

- a. Conduct staff background checks prior to working with STEP participants and secure the criminal history check in staff personnel files.
- b. Attend required E&T program processes training (data tracking, verification of SNAP participation, mandatory reporting, grievance, etc.).
- c. Follow, monitor, and train program staff on all SNAP STEP program policies and procedures.
- d. Complete annual Civil Rights training as required by the Department of Human Services and retain training records including staff names and dates of training completion for a period of three years.
- e. Screen participants to comply with SNAP STEP eligibility and enrollment requirements prior to providing services.
- f. Verify participants' eligibility for STEP Program Services prior to service delivery and on monthly basis thereafter.
- g. Ensure each participant has a signed application on file.
- h. Conduct employability assessments to identify services required to support participants' engagement in SNAP STEP services.
- i. Assist participants to complete an individual employment plan.
- j. Supply participants with referral information about social services available in the community that may assist participants in attaining the goals of the employment plan.
- k. Assist participants to access workforce preparation, training, and employment services in accordance with the employment plan.
- l. Track all services and performance progress as required in the I-Trac data management system and iMatchSkills.

3. Oregon Youth Employment Program (July 1, 2023-June 30, 2024)

The Oregon Youth Employment Program (OYEP) is designed to provide meaningful career coaching, employment skills training, academic support and paid work experiences for youth between the ages of 14 and 24. OYEP creates pathways out of poverty for Oregon youth who have been historically underrepresented in youth employment and other workforce and education programs. A minimum of 75% of participants will be from communities of color, rural communities, communities that have faced generational poverty and other communities who have been historically underrepresented including but not limited to persons who are differently abled, those with mental health challenges and/or substance use disorders and the LGBTQI+ community.

IRCO will:

- A. Conduct outreach, recruitment, and provide orientation to potential program participants.
- B. Verify and document participant eligibility.
- C. Make final enrollment decision and complete enrollment process for participants determined eligible.



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Exhibit D: Statement of Work

- D. Track and record participant demographics, activities and outcomes as agreed upon with CWP Youth Program Manager.
- E. Coordinate and provide Career Coaching to participants throughout their enrollment.
- F. While honoring participant choice, support youth to engage in a minimum of 200 hours of services, occupational skills training, paid work experiences, GED preparation or other career-related services during their participation.
- G. Facilitate access to WorkSource, WIOA youth services and other community programs and resources as appropriate.
- H. Facilitate a person-centered career/employment development plan for all participants.
- I. Utilize IRCO’s Career Lab curriculum to provide essential workplace skills training to participants. Adapt Career Lab to meet cultural, language, learning and accessibility needs as necessary for each participant.
- J. Issue supportive services to support a participant’s career and employment plan.
- K. Partner with businesses and business-serving entities to connect youth to paid work experiences in the community in the following industry sectors: Manufacturing, Technology, Healthcare, Early Care and Education, Construction and the Public Sector.
- L. As needed, fund wages for youth participating in work experiences of at least Oregon minimum wage by region.
- M. Ensure that a minimum of 75% of participants will be from communities of color, rural communities, communities that have faced generational poverty and other communities who have been historically underrepresented including but not limited to persons who are differently abled, those with mental health challenges and/or substance use disorders and the LGBTQI+ community.
- N. Provide opportunities and support for participants to engage in reciprocal relationships with their communities (e.g. assisting with OYEP outreach, planning/hosting peer support groups, other service-learning opportunities in participants’ identified areas of interest.)
- O. Maintain regular contact (at least once weekly) with participants during program participation and work experiences. Provide problem-solving support for issues that arise during work experiences.
- P. Monitor and evaluate progress toward performance outcomes and participate in the development of quarterly progress reports due 10/10/23, 1/10/24, 4/10/24, and 7/20/24.

IRCO will achieve the following outcomes:

	7/1/23-6/30/24
# Of Youth Engaged Pre-enrollment	10
# of Youth Receiving 200 hours of services (as described in “F” above)	6
# of Person-centered employment plans created	6



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Contract 23-24-02
Exhibit D: Statement of Work

% of Youth Completing Career Lab	75%
# of Youth Completing 200 hour paid work experiences	3
# of Youth Completing Occupational Skills training	1

*For purposes of the Clackamas Oregon Youth Employment Program, “work experience” is defined as a paid, sustained experience in a community workplace that aligns with identified & documented employment exploration, skill acquisition and/or other career goals. Successful completion of a work experience involves either completion of the number of hours agreed upon in advance with the employer or placement in on-going employment at the work experience site or one comparable.



CONTRACT AGREEMENT FOR WORKFORCE DEVELOPMENT SERVICES

The parties to this Agreement are Clackamas Workforce Partnership, hereinafter referred to as "CWP" or "GRANTOR," and Oregon Manufacturing Extension Partnership (OMEP), hereinafter referred to as the "CONTRACTOR". In this Agreement, either the CONTRACTOR or Clackamas Workforce Partnership may also be referred to individually as a "party" or jointly as the "parties", and the Contract Agreement as "Agreement" or "Contract."

Name and Address of Parties									
GRANTOR Clackamas Workforce Partnership 365 Warner Milne Rd Ste 202 Oregon City OR 97045-4073 Federal Tax ID: 93-1246270 UEI: GVT5MRAUZN2	CONTRACTOR Oregon Manufacturing Extension Partnership 7650 SW Beveland Street Suite 750 Portland Oregon 97223 Federal Tax ID: 93-1315027 UEI: DKWTHB23MJF7 Subrecipient Agreement (when checked) This Agreement is not for Research and Development.								
Contact Information									
For Clackamas Workforce Partnership Program Contact: Bryan Fuentez Phone: 503-657-6644 Email: bryan.fuentez@@clackamasworkforce.org Fiscal Contact: Laura Kropf Email: laura.kropf@clackamasworkforce.org	For CONTRACTOR Program Contact: Kendall Lenhares Phone: Email: klenhares@gmail.com Fiscal Contact: Mey Saefong Email: msaefong@omep.org								
Purpose CONTRACTOR will provide workforce development services to eligible participants as described within the exhibits of this contract and in line with Clackamas Workforce Partnership' policies and procedures.									
Maximum Amount Payable \$15,000	Contract Term July 1, 2023 - June 30, 2024								
Exhibits									
This contract consists of this signature page and the following Exhibits, which constitute the entire understanding of the parties. <table style="margin-left: 40px;"> <tr> <td>Exhibit A:</td> <td>Terms & Conditions and Insurance Requirements</td> </tr> <tr> <td>Exhibit B:</td> <td>Data Sharing & Privacy Agreement</td> </tr> <tr> <td>Exhibit C:</td> <td>Budget</td> </tr> <tr> <td>Exhibit D:</td> <td>Statement of Work</td> </tr> </table>		Exhibit A:	Terms & Conditions and Insurance Requirements	Exhibit B:	Data Sharing & Privacy Agreement	Exhibit C:	Budget	Exhibit D:	Statement of Work
Exhibit A:	Terms & Conditions and Insurance Requirements								
Exhibit B:	Data Sharing & Privacy Agreement								
Exhibit C:	Budget								
Exhibit D:	Statement of Work								
PY23 Funding Source Information WIOA Adult/Dislocated Worker Program Awarding Agency: US Department of Labor Employment and Training Administration Funding Source: Workforce Innovation and Opportunity Act ("WIOA") CFDA Number: 17.258 Amount: \$15,000 Pass-through Entity: Oregon Higher Education Coordinating Commission Office of Workforce Investments ("HECC")									
Regulations and Cost Principles: In performing its responsibilities under this Agreement, the CONTRACTOR hereby certifies and assures that it will fully comply with the Federal Government's Uniform Guidance at 2 CFR Part 200 and 2 CFR Part 2900, including any subsequent amendments. The CONTRACTOR shall also comply with rules policies and procedures issued by the US Department of Labor, State of Oregon, and by the GRANTOR, including those adopted during the life of this Agreement to implement the Workforce Innovation and Opportunity Act of 2014. Other Requirements (As Applicable): 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements 37 CFR Part 401, Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.									



**Clackamas
Workforce
Partnership**
TO RIEDRCE GYM PMINT BOARD

Contract Agreement 23-24-03

The undersigned execute this Agreement on behalf of the CONTRACTOR and Clackamas Workforce Partnership and, by doing so, legally obligate and bind the CONTRACTOR and Clackamas Workforce Partnership to the terms and the conditions of this Agreement.

Authorized Signature OREGON MANUFACTURING EXTENSION PARTNERSHIP	Authorized Signature Clackamas Workforce Partnershio
<i>Wwd f' }/»ef</i>	<i>s:gfjuc1'-1/4'r</i> 7/26/2023
S1 nature Aaron Fox, President	Date Bridget Dazey, Executive Director

1. Notices

All contract-related notices and payments shall be in writing and shall either be personally delivered, or sent by express delivery service, certified mail, or first-class U.S. mail postage pre-paid, or email, and addressed to the contact information outlined in this Agreement.

2. Funding Availability

Each disbursement of funds under this Agreement is conditioned on the availability of federal, state and local funds and is subject to termination due to lack of funds or authorization. When CWP is notified of any funding or regulatory changes, CWP will provide the CONTRACTOR notice of changes within 30 days of CWP notification.

3. General Reporting Requirements

CONTRACTOR shall submit all financial, I-Trac (further described in Section 35 below), program performance, and all other reports required by CWP in accordance with the specified time frames in this contract. CONTRACTOR shall provide CWP with access to all records and data necessary to verify or clarify information requested or provided in such reports. Failure to submit reports by specified timeframes or provide adequate substantiation of reports as specified by CWP may result in suspension of payments to the CONTRACTOR until such time as all delinquent obligations are fulfilled.

Additionally, if CONTRACTOR fails to comply, CWP may take action in accordance with Section 12.

4. Program Objectives

CONTRACTOR must meet program objectives outlined in Statement of Work exhibit.

5. Administrative Capability

Upon request, CONTRACTOR will provide CWP with the most current version of administrative documentation necessary to document capacity and conduct annual monitoring reviews. This may include such documents as:

- A. Annual Audited Financial Statements
- B. Annual Audited Financial Statement with OMB-133 Compliance
- C. Conflict of Interest Policies
- D. Corrective Action Plan(s)
- E. Cost Allocation Plan(s)
- F. Federal Negotiated Indirect Cost Rate
- G. Grievance Policies, Procedures
- H. Management Letter
- I. Personnel Policies
- J. Procurement/Purchasing Policies
- K. Timekeeping Policies
- L. Travel and Expense Policies

6. Procurement Policies and Procedures

CONTRACTOR shall comply with the applicable regulations and cost principles outlined in this Agreement, or with its own procurement procedures, whichever is more restrictive.

The Uniform Administrative Requirements (2 CFR 200.317-36) require all recipient procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition.

In compliance with Executive Orders 12876, 12900, 12928 and 13021, CONTRACTOR is strongly encouraged to provide subcontracting opportunities for Historically Black Colleges and Universities, Hispanic Serving Institutions, Tribal Colleges and Universities; and small businesses, minority-owned firms, and women's business enterprises.

7. Expenditure Restrictions

A. Allowable Activities

CONTRACTOR must use and expend the funds awarded hereby solely to implement the project described in the Statement of Work exhibit, in accordance with the Budget Exhibit, and within limitations outlined in those documents. CONTRACTOR may not use or expend the Contract funds in violation of the limitations and restrictions set forth in this Agreement.

B. Budget Limitations

CONTRACTOR shall be paid only within the established contract Budget and the related Budget Line Flexibility outlined in the Budget Exhibit. All costs must be reasonable, necessary, allowable and allocable as defined by federal and State of Oregon laws and rules, including applicable OMB Circulars, Pass-Through Entity (the "Pass-Through Entity", if any, is identified on the signature page of the Contract), and CWP policies and procedures.

C. Dual Payment

CONTRACTOR shall not be compensated twice for costs incurred under this Agreement. Costs may be shared by other sources of funds to achieve the outcomes described in this Agreement, in accordance with generally accepted accounting principles.

D. Travel Policy

Pursuant to 2 CFR 200.475(a), CONTRACTOR must have policies and procedures in place compliant with the requirements of the Federal Travel Regulations for all travel expenditures reimbursed under this Agreement.

E. Rebates

The CONTRACTOR agrees to advise CWP, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by funds under this Contract. Appropriate action shall be taken to proportionately reimburse the Awarding Agency from such income (the "Awarding Agency," if any, is identified on the signature page of the Contract).

F. Construction, Remodeling, or Renovation

The funds provided under this Contract must not be spent for construction, remodeling, renovation, or purchase of facilities.

8. Payment Request Process

The CONTRACTOR must submit a timely and accurate payment request in accordance with this Contract that includes a completed and signed CWP Microsoft Excel billing workbook that reports expenditures by the funding sources and Line Items and any required supporting documentation.

Upon receipt of the CONTRACTOR'S payment request with the required documentation, CWP will review the request for accuracy and compliance with the Contract Agreement. Accurate, and if necessary, corrected, billing workbooks and any required supporting documentation are due to CWP by the close of business on the 20th day of the month or the following business day if the 20th falls on a weekend or holiday. Accurate, and if necessary corrected, billing workbooks and supporting documentation received after the 20th day of the month will not be processed for CWP funders and pass-through entities' current billing cycle.

Due to the requirements of many of CWP funding sources, payment shall be processed in the normal course and manner for CWP accounts payable, and will be paid as soon as administratively possible following CWP receipt of payment from all funders and pass-through entities providing the funds for CONTRACTOR's services under this contract.

CONTRACTOR shall minimize the time elapsing between receipt of funds from this Agreement and the disbursement of these funds in order to maintain a minimum cash balance. Interest earned shall be accounted for as program income. This treatment of interest does not allow the CONTRACTOR to ignore the requirements or intent of these cash management requirements.

Payment shall not be construed as a waiver of CWP right to challenge CONTRACTOR's performance under this Agreement and to seek appropriate legal remedies.

9. Financial Documentation

CONTRACTOR shall retain original expense documentation, including proof of payment and accrued liabilities. Documentation shall include canceled checks, invoices annotated with date paid, check number, annotated receipts, payroll ledgers, and accounts payable ledgers. All documentation will have appropriate approval signatures. Documentation of costs which are allocable to more than one line item and/or which are only partially allocable to the contract Budget shall be annotated with amounts allocated to each source.

All direct costs that are charged to this Contract shall be for reasonable and necessary activities relating to the Contract. All costs not charged as a direct cost must be justified by the application of an allowable Indirect Cost Allocation Plan and/or allocation methodology. CONTRACTOR shall maintain written cost allocation plans for all allocated costs charged to this contract. All costs applied to this Contract must be consistent with the requirements of Federal Regulations including 2 CFR Part 200. All allocation methodologies and costs pertaining to this Agreement are subject to CWP review and approval before reimbursement through CWP.

For participant direct payments, the CONTRACTOR is responsible for documenting payments in accordance with applicable CWP policies and procedures and for reporting detail as required by the Funder (the "Funder" is the Pass-Through Entity, the Awarding Agency, or, if both are identified in the Contract, collectively, both). CWP will notify CONTRACTOR when there are specific reporting requirements and if it has actual knowledge of any changes to the specific reporting requirements.

Copies of all source documentation for expenditures related to this contract including any documentation related to matching or leverage funds must be available to CWP upon request. Any additional documentation requirements will be specified in this Contract.

10. Financial Management Standards

The CONTRACTOR shall maintain a financial and administrative system which complies with the standards in the most recent versions of appropriate Uniform Administrative Requirements and 2 CFR Part 200. CONTRACTOR shall maintain a separate accounting of funds received and disbursed under this Contract. All accounting for this Contract shall be maintained within the CONTRACTOR's primary financial accounting system.

The CONTRACTOR's financial systems shall allow for effective fiscal and internal controls and accountability for funds, property, and other assets to ensure they are used solely for authorized purposes. CONTRACTOR shall maintain all data elements used in required reports in accordance with established program definitions.

The CONTRACTOR's financial systems will be maintained in accordance with Generally Accepted Accounting Principles and will be in compliance with all legal and contractual requirements.

The CONTRACTOR's financial system shall:

- A. Follow consistent rules for aggregation of detailed data to summary level.
- B. Compare budgeted amounts to actual expenditures including proper charging of costs and cost allocations.
- C. Contain information pertaining to Contract and contract awards, obligations, unobligated balances, assets, liabilities expenditures, income, program income, matching funds, leveraged resources and stand-in costs.
- D. Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable laws and regulations.
- E. Provide the accurate, current, and complete disclosure of all expenditures including but not limited to those from, grants, contracts or agreements.
- F. Show the distribution of Contract-funded personnel time by fund.

11. Financial Audits and Compliance Monitoring

The CONTRACTOR shall adequately evaluate and monitor its own programs on a regular basis and shall establish sufficient internal controls necessary to safeguard against non-compliance, fraud, and abuse.

If it is determined through audit or other means that the CONTRACTOR has violated or permitted violation of the terms or conditions of this Agreement, the CONTRACTOR shall repay to CWP the amount of funds directly related to that violation, as determined by such auditor or CWP.

A. Financial Audits

CONTRACTOR must comply with federal audit requirements found at 2 CFR Part 200.500-521, and Appendix X and XI.

If CONTRACTOR expends an aggregate of \$750,000 or more in federal funds annually, CONTRACTOR must conduct an annual organization-wide financial and compliance audit in accordance with the above federal rules.

Unless specifically authorized by CWP in writing, CONTRACTOR shall submit the audit report to CWP no later than thirty (30) calendar days after receipt of the report or within one hundred twenty (120) calendar days following the close of the CONTRACTOR'S fiscal year, whichever is sooner. Audits performed under this section are subject to review and resolution by CWP or its authorized representative.

The CONTRACTOR shall, in accordance with CWP timelines, be responsible to resolve and respond to any and all issues that relate to audits of activities that are funded through this Agreement.

B. Compliance Monitoring

CONTRACTOR will support all program compliance monitoring activities, including but not limited to CWP annual program, fiscal, and file compliance reviews, State of Oregon annual monitoring and Data Element Validation reviews, as well as any Department of Labor or other Funder monitoring activities. CONTRACTOR will allow federal, State of Oregon and CWP staff or their designees to monitor program and administrative compliance via an on-site review.

CONTRACTOR shall, upon request, provide sufficient and appropriate staff time necessary to conduct all ongoing program and administrative monitoring activities, including but not limited to the on-site review, and regular monitoring reporting, including access to all necessary records.

CONTRACTOR shall resolve and respond to any and all issues that relate to the monitoring of the workforce development activities that are funded through this Agreement.

C. Additional Audits and Compliance Requirements.

CONTRACTOR will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments and Non-Profit Organizations.”

CONTRACTOR will monitor expenditures to date on a monthly basis to ensure that the budget-to-actual amounts demonstrate expenditure rates that are consistent with the percentage of the program year that has transpired. CONTRACTOR will pay particular attention to all participant cost categories to ensure that adequate investments in participants are being made throughout the program year.

Where CONTRACTOR has issued subcontracts under this Contract, CONTRACTOR must have a monitoring policy in place to ensure that expenditures meet funding requirements, program performance goals are being met, and participant eligibility requirements are followed. CONTRACTOR will monitor all subcontractors to ensure compliance and where a subcontractor has monitoring findings a course of corrective action is to be taken and resolution validated.

12. Disallowance of Payments

If it is determined through audit, monitoring or other means that the CONTRACTOR has received payments which are questioned by CWP the CONTRACTOR shall be notified and given the opportunity to justify questioned payments prior to CWP final determination of disallowed payments. The CONTRACTOR agrees to participate in and be bound by disallowed cost determinations arising out of CWP disallowed cost resolution process.

If a Contract payment is disallowed, CONTRACTOR shall repay the full amount of the disallowance to CWP within thirty (30) calendar days of receipt of request, or other time schedule as determined by CWP.

CWP failure to either discover or act upon a breach of this Agreement shall in no way relieve the CONTRACTOR of its obligation to repay disallowed costs.

If the CONTRACTOR fails to comply with any of the requirements, terms, or conditions of this Agreement, CWP may, at its discretion, suspend, withhold, or disallow all or any portion of amounts otherwise payable under this Agreement

13. Records Standards, Access to Records and Record Retention

A. Records Standards

The CONTRACTOR agrees to maintain records that will provide accurate, current and complete disclosure of the status of each program, including, but not limited to, participants, financial, and program operations. The books of account and records must be maintained in sufficient detail to permit the Awarding Agency, the Pass-through Entity (if applicable), CWP and their duly authorized

representatives to verify how the contract funds were expended or utilized. CONTRACTOR shall safeguard and maintain the confidentiality of all program records and documents through proper accounting and program procedures and practices. CONTRACTOR must comply with the standards in the most recent versions of appropriate Uniform Administrative Requirements and CWP policies and procedures.

B. Record Storage and Access

Records shall be retained and stored in a manner that will preserve their integrity and admissibility as evidence in any audit/litigation or other proceeding. The burden of production and authentication of the records shall be on the custodian of the records. The CONTRACTOR will maintain a plan for record recovery should critical records be lost.

After reasonable notice, at any time during normal business hours and as often as CWP may deem necessary, the CONTRACTOR shall make available for examination all its records relating to all matters covered by this Agreement to the named entities and representatives identified in Section 27.B. of this Agreement.

This provision includes access to the CONTRACTOR's personnel for the purpose of interview and discussion of such documents, and the delivery of all the documentation to a location designated by CWP for purposes of review. The rights of access are not limited to the required retention period or agreement term but shall last as long as records are retained.

If record storage is located other than at the CONTRACTOR'S principal place of business the CONTRACTOR shall inform CWP in writing of the exact location where all records, reports, and other documentation and physical evidence are to be retained; the original records shall remain the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR will inform CWP in writing of any location changes prior to the date the records, reports and other documentation and physical evidence are moved. Any storage of the records, reports and other documentation beyond the boundaries of CWP service delivery area shall require prior written approval from CWP.

If the CONTRACTOR entity ceases operations, the CONTRACTOR shall provide an inventory of and all the records, reports and other documentation covered under this and any previous agreements between CONTRACTOR and CWP to CWP.

C. Record Retention Timeframes and Destruction Requirements

Federal record retention requirements applicable to this Agreement are found at 2 CFR 200.334-338. The CONTRACTOR shall retain all financial and other required records and supporting documents as follows:

- 1) Retain all records pertinent to this Agreement, interagency agreements, contracts or any other award, including financial, statistical, or other pertinent records, and supported documentation, for a period of at least three years after the acceptance of the final expenditure report (closeout) for that funding period by the Awarding Agency. CWP will notify CONTRACTOR of the record destruction date when the final expenditure report has been issued and approved.
- 2) Retain all records on non-expendable property for a period of at least three (3) years after final disposition of property.

- 3) Retain indirect cost records such as computations or proposals, cost allocation plans, and supporting documentation for three years from the date the indirect cost rate package is submitted for negotiation. If not submitted for negotiation, the three-year period identified in 13.C.1) above shall apply.
- 4) Retain all records pertinent to applicants, registrants, eligible applicants/registrants, participants, terminees, employees and applicants for employment as required in 13.C.1) above. Participant files should be organized and stored by program year using the participant's year of exit.
- 5) Retain records regarding complaints and actions taken on the complaints for a period of not less than three (3) years from the date of resolution of the complaint.
- 6) Retain all records beyond the required period if any litigation or audit has begun or a claim is instituted involving the grant or agreement covered by the records. The records shall be retained until the litigation, audit or claim has been resolved or the specified destruction date, whichever is longer.

In the event that more than one of the record retention periods identified above applies, the CONTRACTOR will comply with the longest applicable record retention period. After the record retention period has passed, any records destroyed must be commercially shredded.

D. Limitation of Public Access to Records

If disclosure of trainee records is requested by the public, current confidentiality or non-disclosure standards in ORS 192 and OAR 589-020-0330, pertaining to records of participants, shall apply. Personal information may be made available to other service providers on a selective basis consistent with the participant's signed "Release of Information" form. Trade secrets, or commercial or financial information, that is obtained from a person and privileged or confidential shall not be available to the public.

E. Fees for Requests for Records

CONTRACTOR may charge fees sufficient to recover costs applicable to the processing of requests for records.

14. Contracts and Assignments

The CONTRACTOR shall not assign or transfer any interest in this Agreement in whole or in part, or any right or obligation hereunder, without the prior written approval of CWP.

If approved, any contract entered into by the CONTRACTOR is not an obligation of CWP. The CONTRACTOR shall not represent that it has the power or authority to obligate CWP. No approval by CWP of any assignment or transfer shall be deemed to create any obligation of CWP in addition to those set forth in this Agreement. In no case shall such consent relieve the CONTRACTOR from the obligation under, or change the terms and conditions of, this Agreement, unless otherwise provided. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

CWP has the right to assign all Contract rights and responsibilities at any time by giving written notice of assignment to the CONTRACTOR.

Any work or services subcontracted hereunder shall be specified by a written contract, which shall be properly executed. Any entity that receives a subcontract must provide CONTRACTOR with their Unique Entity Identifier (formerly DUNS) and be registered in the System for Award Management (www.sam.gov) prior to contract execution; the Unique Entity Identifier (UEI) must be maintained in the contract file

and be available for review upon request. The CONTRACTOR shall provide a copy of the contract and any modifications to CWP, upon request.

The failure by CWP to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision.

The CONTRACTOR remains responsible for assuring compliance by such delegates with requirements of the funding sources provided by or through CWP, federal, State and local laws, regulations, policies, procedures and this Contract.

The CONTRACTOR shall conduct a program and fiscal monitoring of its subcontractors in accordance with CONTRACTOR monitoring policies and procedures. CONTRACTOR shall provide CWP with a copy of its monitoring policies, procedures, and schedule for approval. All program and fiscal monitoring reports for subcontractors of the CONTRACTOR will be provided to CWP for review and approval.

15. Independent Contractor; Responsibility for Taxes and Withholding; and Retirement

CONTRACTOR is not an "officer", "employee", or "agent" of CWP, as those terms are used in ORS 30.265.

The CONTRACTOR shall perform all required work as an independent CONTRACTOR and in accordance with but not limited to: Personal Income Tax Laws (ORS Chapter 316); Workers' Compensation Laws (ORS Chapter 656); Wages, Hours and Records Laws (ORS Chapter 652); Conditions of Employment Laws (ORS Chapter 653); Safety and Health Regulations (ORS Chapter 654); and Unemployment Insurance (ORS Chapter 657); conditions concerning payment, contributions, liens, withholding (ORS 279B.220;) condition concerning payment for medical care and providing workers' compensation (ORS 279B.230); condition concerning hours of labor (ORS 279B.235); State contracting agencies to use recovered resources and recycled materials; notice to prospective contractors (ORS 279B. 270); conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints (ORS 279C.515); all regulations and administrative rules established pursuant to the foregoing laws; and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

CONTRACTOR shall be responsible for all federal or state taxes applicable to compensation or payment paid to CONTRACTOR under this Agreement and unless CONTRACTOR fails to provide their correct Taxpayer Identification Number (TIN), CWP will not withhold from such compensation or payments any amount(s) to cover the CONTRACTOR's federal or state tax obligations. CONTRACTOR is not eligible for any Social Security unemployment insurance or workers' compensation benefits from compensation or payments paid to CONTRACTOR under this Agreement, except as a self-employed individual.

16. Employee and Participant Status and Rights

A. Non-Employee Status of Trainees

Trainees in programs under this Agreement shall not be deemed federal, state, city or CWP employees, and shall not be subject to the provisions of law pertaining to employment by any such government.

B. Employment Terms, Benefits and Working Conditions

All participants employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under

this Agreement may be used for contributions on behalf of any trainee to retirement systems or plans.

C. Worksite Standards and Safety

Conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, COVID-19 exposure risks, and proficiency of the trainee.

Trainees enrolled under this Agreement shall be adequately supervised during training hours, be informed about their rights and responsibilities in reporting unsafe training or working conditions and training- or work-related illnesses and injuries, and be provided with safe training conditions which, at a minimum, shall conform to the health and safety regulations established by the State of Oregon and the Occupational Safety and Health Administration. Health and safety standards established under state and federal law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants.

D. Charging of Fees to Participants

No person or organization, including private placement agencies, may charge a fee to any individual for referral to or placement in training or employment programs.

E. Grievance Procedures

The CONTRACTOR agrees to adopt procedures for hearing and resolving grievances and complaints arising out of this Agreement, in conformance with CWP established policies and procedures. Procedures must comply with rules implementing the Workforce Innovation and Opportunity Act (WIOA).

The CONTRACTOR shall abide by Final Determinations issued under CWP, state or federal grievance processes. Participants receiving services must read and sign a copy of the CONTRACTOR's Grievance Procedure which shall be kept in the participant's file.

17. Performance Failure

In the event CONTRACTOR fails to perform under this Agreement, CWP may take action in accordance with CWP Contract Monitoring policies provided or made available to CONTRACTOR, or if CONTRACTOR fails to take directed corrective action terminate or suspend the Contract (Section 28.B Termination for Cause).

CWP may also pursue any remedies available under this Agreement, at law or in equity. Such remedies include but are not limited to: termination of this Agreement effective upon written notice to CONTRACTOR, return of all or a portion of the Contract funds associated with the failure to perform, and declaration of the CONTRACTOR's ineligibility for the receipt of future awards from CWP. If, as a result of an Event of Default (Section 28.B Termination for Cause), CWP demands return of all or a portion of the Contract funds, CONTRACTOR shall pay the amount to CWP upon CWP demand.

18. Indemnification and Hold Harmless

To the extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless CWP, its Board of Directors, the Workforce Investment Board, the Awarding Agency, the Pass-Through Entity (if applicable), and their respective directors, officers, agents, representatives, and employees (the "Indemnified Parties"), from, for, and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of the acts or omissions of the CONTRACTOR or the CONTRACTORS employees,

agents, or subcontractors work under this Agreement, including but not limited to, CONTRACTOR or the CONTRACTOR's employees' or subcontractors' failure to comply with COVID-19 Safety Requirements then in effect and as applicable.

Nothing in this Section 18 requires the CONTRACTOR to indemnify the Indemnified Parties against liability for damages by the negligence or misconduct of the Indemnified Parties. The CONTRACTOR, however, will be required to indemnify the Indemnified Parties to the extent that damages arise from the fault, negligence, or misconduct of the CONTRACTOR or the CONTRACTOR's employees, agents, or subcontractors.

Notice shall be promptly submitted to CWP of any action brought against the CONTRACTOR resulting from or related to this Agreement.

19. Equal Employment Opportunity and Nondiscrimination

The CONTRACTOR shall not exclude from participation, discriminate against, or deny employment services or benefits to any person, including trainees, in the administration of or in connection with any program administered by the CONTRACTOR on the grounds of race, color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, application for Worker's Compensation benefits, youth offender (ORS Chapter 419A.004), sexual orientation or perceived sexual orientation, gender identity, or association with any person with, or perceived to have one or more of the above named characteristics, and for beneficiaries only, citizenship, or participation in the program funded under this Agreement. The CONTRACTOR shall take action to ensure that qualified applicants from groups which have historically been denied equal opportunity for employment because of the above factors shall be provided access to and encouraged to participate in employment and training activities.

CONTRACTOR will comply with all federal, state and local laws, regulations, executive orders and ordinances regarding nondiscrimination and equal opportunity provisions applicable to work under this Contract, including but not limited to the following:

- 1) Section 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination against qualified individuals with disabilities;
- 2) Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as amended;
- 3) Age Discrimination in Employment Act of 1967 and Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on basis of age;
- 4) Americans with Disabilities Act of 1990 (ADA) Public Law 101-336 and ORS 659A.142, as amended;
- 5) Section 188 of the Workforce Innovation and Opportunity Act (WIOA);
- 6) Nontraditional Employment for Women Act of 1991;
- 7) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on basis of sex in educational programs;
- 8) Health Insurance Portability and Accountability Act of 1996;
- 9) Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended;
- 10) Drug Abuse Office and Treatment Act of 1972 (P.L. 92.255), as amended relating to nondiscrimination on the basis of drug abuse;



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- 11) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- 12) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- 13) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act 42 U.S.C. 3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- 14) 29 CFR Parts 33 and 37 (If Contract includes DOL funds);
- 15) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made;
- 16) If operating within the City of Portland, (IV) 23.01.070 and 23.01.050 of the Code of the City of Portland; and
- 17) The requirements of any other nondiscrimination statute(s) which may apply to the application.

CONTRACTOR expressly agrees to comply with the Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60.

Further, CONTRACTOR shall include brief wording in each orientation of potential applicants to describe the Equal Opportunity and Affirmative Action position of this Contract and the method of filing a complaint in regard to such.

CONTRACTOR will ensure that the language "equal opportunity employer/program" and "auxiliary aids and services are available upon request to individuals with disabilities" appear in publications, broadcasts and other communications as outlined in the applicable Uniform Administrative Requirements. Where such materials indicate the CONTRACTOR may be reached by telephone, the materials must state the telephone number of the TDD/TTY or relay service used by the CONTRACTOR, as required.

20. Responsibility for Legal Compliance

It is the responsibility of the CONTRACTOR to comply with the following:

A. Limitations on Union or Anti-Union, Sectarian, Religious, Political or Lobbying Activities

No funds under this Agreement shall be used in any way to assist, promote or deter union activities. No individual shall be required to join a union as a condition for enrollment in a program in which only institutional training is provided unless such training involves individuals employed under a collective bargaining agreement. No trainee may be placed into, or remain working in, any position which is affected by labor disputes involving a work stoppage.

These funds may not be spent on the employment or training of participants in sectarian activities which include religious activities, political activities, and/or lobbying.

The CONTRACTOR agrees that the participants shall not be employed on the construction, operation or maintenance of any facility or portion of any facility which is used or may be used for sectarian instruction or as a place of religious worship.

B. Applicable Laws, Regulations, and Policies

All other applicable, and presently existing or subsequently created or enacted, federal, state and local laws, regulations, executive orders, ordinances and policies and appropriate U.S. Office of Management and Budget Circulars required by the Awarding Agency and the Pass-Through Entity (if applicable), and/or other applicable grants as related to activities under this Contract. This includes all applicable policies of CWP.

C. Fraud Notification Requirements

CONTRACTOR must comply with CWP requirement that all suspected incidents of fraud, abuse, or other criminal activity must be immediately reported on the same business day as the complaint was made or the incident discovered. CONTRACTOR will conform to CWP established policies and procedures for reporting and resolution.

21. Maintenance of Effort

No currently employed worker shall be displaced by any trainee, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. No program shall impair existing contracts for services or collective bargaining agreements. No program which would be inconsistent with the terms of a collective bargaining agreement shall be undertaken without the written concurrence of the labor organization and employer concerned. No trainee shall be employed, or job opening filled when (a) any other individual is on layoff from the same or any substantially equivalent job, or (b) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a trainee whose wages are subsidized under this Contract.

22. Nepotism

CONTRACTOR shall comply with 20 CFR 683.200(g) and federal and State nepotism rules implementing WIOA. No individual may be placed in an employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual.

No member of the immediate family of any officer, agent, director, partner or employee of the CONTRACTOR shall receive preferential treatment for enrollment in services or training provided by, or employment with the CONTRACTOR.

The term "immediate family" means wife, husband, life/domestic partner, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandparent, stepparent, and stepchild. This includes aunts, uncles, nieces and nephews by blood or formal adoption only, but not such relationships by marriage.

23. Code of Conduct

CONTRACTOR shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award, or administration of a contract or contract supported by funds received in connection with this Contract if a real or apparent conflict of interest as defined by ORS Chapter 244 would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family (see Section 22) or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

The officers, employees, and agents of the CONTRACTOR shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements. However, CONTRACTOR

may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the CONTRACTOR. No officer, employee or agent, any member of his or her immediate family, or an organization which employs or is about to employ any of the parties indicated herein, shall financially benefit from the activities of any program participant or applicant.

24. Patents and Copyrights

The CONTRACTOR shall comply with the standards in 2 CFR Part 200 for the development, licensing, distribution and use of product(s) and material developed with this Contract.

A. Patents

The CONTRACTOR and CWP agree that this Contract shall be governed by Public Law 98-620, by the government wide regulations issued by the Department of Commerce at 37 CFR Part 401 for patents and inventions and implements Awarding Agency regulations. In accordance with these provisions, CONTRACTOR and CWP agree to promptly report all inventions made in the course of or under this Contract.

In the event that a patent application on such an invention is filed, CONTRACTOR hereby grants CWP and the Awarding Agency and Pass-Through Entity a non-exclusive, non-transferable, royalty-free license for research and educational purposes only.

B. Copyrights

The CONTRACTOR agrees that it will not knowingly include any material copyrighted by others in any written or copyrighted material furnished or delivered under this agreement without the consent of the copyright owner, unless it obtained specific written approval from CWP for the inclusion of such copyrighted materials.

25. Public Information

Whenever written or verbal information related to the services provided through this Contract is distributed to the media or directly to the general public, another agency or governmental audience, whether such information is solicited or unsolicited, the CONTRACTOR shall acknowledge and name CWP and the Awarding Agency as providing funding for the services provided through this Contract. Additional applicable public disclosures requirements may be described in contract exhibits.

26. Governing Law, Venue, Consent to Jurisdiction

This Contract shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provisions held to be invalid.

Any claim, action, suit or proceeding (collectively, "Claim") between CWP and CONTRACTOR that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, by execution of this Contract, hereby consents to the in personam jurisdiction of said courts.

27. Assurance

By signing this Agreement, the authorized representative certifies that the CONTRACTOR:

A. Financial Capability

Has the legal authority to apply for federal, state or local assistance, enter into this Contract Agreement, and the institutional managerial and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management and completion of the project(s) described in this Agreement.

B. Access to Records

Will give CWP, the Awarding Agency, and Pass-Through Entity (if applicable), the Governor (if applicable) and their duly authorized representatives; appropriate governmental authorities involved in the administration of these funds to extent necessary for its proper administration, authority to audit, examine, and make excerpts or transcripts from its books of accounts, correspondence, papers, records, files, forms, or other documents of the CONTRACTOR including all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this Agreement which are necessary to evaluate whether the funds have been spent lawfully, and to determine compliance with all applicable rules and regulations, and the provisions of this Agreement, including the proper allocation of costs. Authorized representatives could include but are not limited to the Director - Office of Civil Rights, the Comptroller General of the United States and the Inspector General.

C. Conflict of Interest

Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Every reasonable course of action shall be taken by the CONTRACTOR in order to maintain the integrity of this expenditure of CWP funds and to avoid any favoritism or questionable or improper conduct.

D. Complete the Work

Will initiate and complete the work within the applicable time frame after receipt of approval from CWP.

E. Political Activities

Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds. In addition, the CONTRACTOR agrees to comply with, where applicable, Public Law 101-121, which prohibits influencing federal financial transactions.

Shall not use funds provided under this Contract for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself. Nor shall grant funds be used to pay the salary or expenses of any CONTRACTOR staff or agent, related to any activity designed to influence legislation, appropriations regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by

an agency or officer of the state, local, or tribal government in policy making and administrative processes within the executive branch of the government.

F. Debarment and Suspension

As required by Executive Orders 12549 and 12689 and 2 CFR 200.214 regarding Debarment and Suspension, the CONTRACTOR certifies to the best of its knowledge and belief, that neither it nor its principals:

- 1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- 2) Have within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and,
- 4) Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the CONTRACTOR is unable to certify to any of the statements in this certification, such CONTRACTOR shall provide an explanation to CWP.

28. Contract Termination

A. Termination for Convenience

This Agreement may be immediately terminated by the mutual consent of the parties.

Either party to this Agreement may terminate the agreement without cause by delivering a thirty- (30) day written notice of intent to terminate to the other party.

CWP may terminate this Agreement for convenience by delivering to CONTRACTOR at least three (3) days advance written notice of its intent to terminate if CWP funding or other resources for programs serviced under this Agreement are withdrawn, suspended, or otherwise altered due to COVID-19.

B. Termination for Cause

CWP may terminate or modify this Agreement, in whole or in part, in writing, immediately upon notice to CONTRACTOR, or at such later date as CWP may establish in such notice, upon the occurrence of any of the following events:

- 1) CONTRACTOR'S misuse of funds provided under this Agreement or any other agreement CONTRACTOR has with CWP. Misuse of funds includes any unauthorized or inappropriate use of contract funds that violate federal, state or local laws or regulations.
- 2) CWP fails to receive funding at levels sufficient to allow the purchase of the indicated CONTRACTOR services;

- 3) Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the services under this Agreement are prohibited or CWP is prohibited from paying for such services from the planned funding source;
- 4) CONTRACTOR no longer holds any license or certificate that is required to perform the work;
- 5) Significant changes in CWP priorities, as indicated by direct action of the Board of Directors of CWP.
- 6) CONTRACTOR, through any cause, has failed to perform in a timely and proper manner its obligations, in whole or in part, under this Agreement, has failed to make sufficient progress towards its objectives, or has violated any of the covenants, agreements, or stipulations of this Agreement. In this event, CWP shall notify the CONTRACTOR of the intended action in writing and specify the effective date thereof.

C. Termination Procedures

In the event of early Contract termination for whatever reason, and after receipt of the Notice of Termination, the CONTRACTOR shall stop work as specified in the notice and cancel outstanding commitments covering the procurement or rental of materials, supplies, equipment, and miscellaneous items. The CONTRACTOR will not enter into any further subcontracts and will not place any further order.

In addition, the CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of outstanding commitments covering personal services that extend beyond the date of such termination, to the extent that they relate to the performance of any work terminated by the Notice. With respect to such canceled commitments, the CONTRACTOR agrees to settle all outstanding liabilities and all claims arising out of such cancellation of commitments or ratify all such settlements.

Further, upon termination, CONTRACTOR shall deliver to CWP all documents, information, work-in-progress and other property as detailed in this contract and its exhibits.

D. Payment after Termination

In the event of early Contract termination initiated by either party for whatever reason, the CONTRACTOR shall only be entitled to receive reimbursement for costs incurred for services provided prior to the Contract termination date. It is understood that performance in compliance with the Statement of Work exhibit is a prerequisite to receiving payment.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to CWP for damages sustained by CWP by virtue of any breach of this Agreement by the CONTRACTOR, and CWP may withhold any payments to the CONTRACTOR for the purpose of offset until such time as the exact amount of damages due CWP from the CONTRACTOR is determined.

E. Close Out Responsibilities and Procedures

Upon notice of termination or expiration of this Agreement, regardless of the reason, CONTRACTOR will work with CWP to establish an acceptable close-out plan which will include both program and administrative components and associated due dates that ensure a smooth transition and compliance with all state and federal requirements.

The plan will include, but is not limited to, activities that ensure participants are transferred to another similar program with the

least amount of disruption possible; participant files and all financial records are updated and assurances in place of record retention provisions; the timeline for submission of final invoices, quarterly reports, leveraged funds, performance reports and updating I-Trac data; and when applicable, accounting of program income, stand-in costs and match funds are in place.

29. Agreement Modifications

This Agreement constitutes the entire agreement between the parties hereto. Any amendments to this Agreement or its attachments shall be effective only when they are reduced to writing and duly signed by both parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Notwithstanding the foregoing, all amendments created solely to incorporate new laws, rules, guidelines or policies adopted by authorities providing funding to CONTRACTOR through CWP shall bind both parties if signed by only CWP.

30. Force Majeure

Except as hereinafter provided in this Section, no delay or failure in performance by CWP shall constitute a default under this Agreement if the delay or failure is caused, in whole or in part, by a Force Majeure Event. A "Force Majeure Event" means any event beyond the control of CWP and that CWP is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, pandemic, medical epidemic, explosions and other catastrophes, governmental actions or orders, national emergency, war, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy.

31. COVID-19 Safety Requirements

The novel coronavirus ("COVID-19") is a contagious disease that has been declared a global pandemic by the World Health Organization. National, state, and local governmental and health authorities have issued certain health and safety requirements and guidance for the general public and for some specific events or businesses to mitigate the risk of exposure to and transmission of COVID-19. CONTRACTOR attests that it is knowledgeable of and understands all current and applicable legal requirements and guidance concerning COVID-19 health and safety practices (collectively "COVID-19 Safety Requirements") and plans to implement and require COVID-19 Safety Requirements in connection with the purpose of this Agreement. CONTRACTOR understands that the COVID-19 Safety Requirements may change from time to time and acknowledges and understands that CONTRACTOR is responsible for ensuring that worksites selected for participant work-based training programs maintain full compliance with all COVID-19 Safety Requirements at all times in connection with the purpose of this Agreement.

By appropriate written agreement, the CONTRACTOR shall require CONTRACTOR's subcontractors to be bound to the CONTRACTOR by terms of this Section's COVID-19 Safety Requirements and to assume toward the CONTRACTOR all the obligations and responsibilities, including the responsibility for ensuring and requirement compliance of all COVID-19 Safety Requirements in connection with this Agreement. Each subcontractor agreement shall reserve and protect the rights of CWP under this Agreement with respect to any issues related to COVID-19 so that subcontracting will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the CONTRACTOR that the CONTRACTOR, by this Agreement, has against CWP.

32. Financial Billing and Reporting Requirements

A. Billing Due Dates

CONTRACTOR shall submit monthly to CWP Administrative Contact all contract billings by the 20th day of the month following the period billed.

B. Final Billing for Close-Out

All Contract billings, unless otherwise stated in Exhibit C, shall be submitted by 45 days after end of contract. This will constitute the final contract billing request for each contract referencing this Agreement. No charges submitted more than 45 days after end of this contract will be reimbursed. CWP may, at its discretion, withhold payment of the final invoice until all close-out requirements have been met in accordance with Section 28.E.

C. Interim Billing Dates.

All Contract billings for the period through June 30 of any year will be submitted no later than August 15 of that year. This will constitute the final Agreement billing request for this time period. No charges submitted after this date will be reimbursed for any time period preceding June 30 of any year.

D. Financial Status Reports

If required by the funding source, Financial Status Reports for the calendar quarter must be received by CWP by the 20th day of the month following the end of the quarter. Expenditure data is required to be reported on an accrual basis. CWP will provide CONTRACTOR with the Financial Status Report workbook to be used for this purpose.

33. Expenditure Restrictions

A. Cost Reimbursement

This Agreement is based on a cost-reimbursement method of payment unless otherwise noted in the Budget exhibit.

B. Purchase and Maintenance of Equipment

Equipment or capital outlays may not be purchased with contract funds provided under this Agreement unless expressly allowed for in the Budget Conditions.

When allowed, all purchases must comply with 2 CFR 200.310-327, State, and CWP property policies. The CONTRACTOR shall obtain CWP written approval before purchasing equipment which has a useful life of more than one year. For equipment purchases with an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, Awarding Agency approval is required and will be sought by CWP upon written request from CONTRACTOR. CONTRACTOR may not purchase equipment in the last year of performance. If any approved acquisition has not occurred prior to the last year of performance, approval for that item(s) is rescinded.

CONTRACTOR shall maintain an up-to-date inventory listing of all equipment and other assets purchased by CWP for the CONTRACTOR's program or purchased by CONTRACTOR with funds provided under each contract referencing this Agreement. CONTRACTOR shall implement adequate maintenance procedures to keep such property in good condition.

Inventory records must include the following data on each item with an acquisition cost of \$5,000 or more per unit, including all costs related to the equipment's final intended use, and/or for those items directed by CWP to be included in the inventory: Description; serial number; title holder; acquisition date and cost; percentage of federal participation in the cost; location, use, and condition of the property; and any ultimate disposition data including date of disposal and sale price. The CONTRACTOR

shall conduct an annual physical inventory of such property for submission to the CWP Administrative Contact at the end of each fiscal year.

Equipment purchased with funds under this Agreement shall be intended for use and benefit of participants and activities under this Agreement.

Ownership of all inventoried equipment directly charged to the funds under this Agreement and other assets purchased by CWP for the CONTRACTOR's Program rests with CWP. CWP may take possession of all such property at any time during and upon termination or expiration of this Agreement. All such property shall be returned to CWP within thirty (30) days after the contract has terminated or expired unless otherwise authorized by CWP.

C. Consultants

Consultant fees paid under this Agreement shall be limited as provided in Federal Acquisition Regulation Clause 31.205-33 or other applicable state or federal law. The current limitation for Federal funds is \$710 per day.

D. Salary and Bonus Limitations

Under Public Law 113-235, Section 105, none of the funds appropriated under the heading 'Employment and Training' shall be used by a recipient or sub-recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2021/executive-senior-level>. The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of cost of living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

E. Responsibility for Cost Reduction

For activities funded under this Agreement, the CONTRACTOR shall identify training costs supported by other federal, state, or local programs in order to ensure that these federal funds are in addition to funds otherwise available.

34. Financial Documentation for Billing

Financial backup documentation is required with monthly billings. CWP retains the right to ask for more detailed backup documentation at any time. Upon request, CONTRACTOR will provide copies of actual source documents or general ledger detail supporting all invoiced expenditures at the time of billing. When general ledger detail is not available or source documentation is excessive, CONTRACTOR may provide a summary of the detail with an attestation to the validity of the information and will maintain the detailed back up as outlined in Section 13 of this exhibit.

35. Technology and Participant Data Management

CWP makes use of Internet technologies to communicate with CONTRACTOR and track Contract performance. Email, web information systems, and an internet-based data management system are the primary technologies. To support this technology, CONTRACTOR must have:

- A. Business-grade, broadband internet connectivity.
- B. Network and workstation virus protection that is fully functional and updated at least weekly.
- C. Individual E-mail accounts for staff working with CWP allow attachment size of at least 5 Megabytes.

Documentation of services will be maintained as directed by CWP policy and procedures.

If CONTRACTOR is required to use I-Trac, see Exhibit D Statement of Work, to support I-Trac technology and use, CONTRACTOR must have:

- D. PCs with 4 GB RAM or more, and 20 GB or more of available disk space.
- E. One of the following Internet browser programs: Chrome-based Microsoft Edge, or the latest version of Google Chrome, including Chrome for macOS.
- F. Monitors capable of at minimum a 1024x768 resolution that is comfortable for the user.

36. Security of Information

A. Personally Identifiable Information

CONTRACTOR must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval or by court order. Recipients must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII)), located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

B. Breach Notification

Any CONTRACTOR who becomes aware of any potential breach of a document or electronic file containing participant personal information will immediately notify CWP. A breach occurs when any unauthorized individual or entity gains access to personal information or when unintended disclosure of personal information is made, for example loss or theft of an electronic device containing personal information, loss or theft of a paper document containing personal information, unauthorized access to a network containing personal information, or a document containing personal information being sent to the wrong address.

C. Social Security Number Use

CONTRACTOR will not print a participant's full Social Security Number (SSN) on any document that will be sent through the mail (U.S. or electronic) without a written request from the person whose SSN will be printed on the document, except as required by law. CONTRACTOR will use only the I-Trac Customer ID, the Jobseeker ID, or the last 4 digits of a SSN on documents unless there is a compelling business reason to use the entire SSN. If a document contains a full SSN, CONTRACTOR will take steps to protect the document from unauthorized disclosure. CONTRACTOR will not provide copies of a document containing a full SSN to anyone other than the person whose SSN is listed on the document, except as allowed by state or federal law. CONTRACTOR may provide a copy of a document to a third party with the SSN redacted if the document is otherwise allowed to be released. No CONTRACTOR will publicly post or display a document containing a full SSN.

D. Data and Record Security

CONTRACTOR must develop, implement and maintain reasonable safeguards to protect the security and confidentiality

of participant personal information. Employees of CONTRACTOR with access to personal information must take reasonable steps to prevent a breach of the information. Reasonable steps include locking file cabinets, monitoring access to areas containing personal information, locking computer workstations if leaving the area, and maintaining physical control over files, computer workstations, thumb drives, CDs or other media which contains personal information. CONTRACTOR must also ensure the proper disposal of documents or other media which contains personal information. Contracting with a document shredding company will be considered proper disposal of paper documents. CONTRACTOR will be responsible for properly disposing of or erasing electronically stored personal information on hard drives, CDs, thumb drives or other devices under their control.

37. Program Income

Program income must be tracked by funding source and reported to CWP on the CWP Billing Workbook at the time of each billing and in the appropriate section of the Financial Status Report. If CONTRACTOR generates program income with Contract funds, the program income must be added to the Contract, shall be considered Contract funds, and must be used or expended in accordance with the terms and conditions of this Agreement prior to requesting disbursement of additional funds under this Agreement from CWP. CONTRACTOR will comply with program income requirements outlined in 2 CFR 200.307.

38. Stand-In Costs

Stand-in costs must be tracked by funding source and reported to CWP in the appropriate section of the Financial Status Report. In order to be considered as valid substitutions, the costs shall have been reported by the CONTRACTOR as uncharged program costs under the same title and in the same program year in which the disallowed costs were incurred; shall have been incurred in compliance with laws, regulations, and contractual provisions governing funding source; and shall not result in a violation of the applicable cost limitations.

39. Leveraged Resources

Leveraged resources are defined as all resources used by the CONTRACTOR to support activity and outcomes of this Agreement, whether those resources meet federal standards for “match” funds. Leveraged resources that were expended by the CONTRACTOR must be reported as directed by CWP.

40. Business Relocation Service Prohibitions

Refer to WIOA and implementing federal and state rules. Federal funds may not be used for:

- A. Relocation of a business or part of a business from any location in the United States, if the relocation would result in any employee losing his or her job at the original location;
- B. Customized training, skill training, or on-the-job training or company specific assessments of job applicants or employees of a business or a part of a business that has relocated from any location in the United States until the company has operated at that location for 121 days or more, if the relocation resulted in any employee losing their jobs at the original location.

41. Public Announcements

When issuing statements, press releases, and requests for proposals, bid solicitation, and other documents describing programs funded in whole or in part with federal money under this Agreement, CONTRACTOR shall follow the CWP Public Disclosure Statement policy.

42. Funding Acknowledgement

All written brochures, training materials, curriculum and other written materials whose development is supported in whole or in part with funds provided under this Agreement must contain a funding acknowledgement. The specific language required will be provided by CWP upon CONTRACTOR request.

43. Creative Commons License Requirement

Pursuant to 2 CFR 2900.13, to ensure that the federal investment of DOL funds has as broad an impact as possible and to encourage innovation in the development of new learning materials, CONTRACTOR must license to the public all work created with the support of federal funds provided through this Agreement under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with federal funds and modifications made to pre-existing, CONTRACTOR-owned content using federal funds.

This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the CONTRACTOR. CONTRACTOR will affix notice of the license to the Work. For general information on CC BY, please visit creativecommons.org/licenses/by/4.0. Instructions for marking your work with CC BY can be found at wiki.creativecommons.org/Marking_your_work_with_a_CC_license. Questions about CC BY as it applies to specific applications should be submitted in writing to CWP.

Only work that is developed by the CONTRACTOR with federal funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the CONTRACTOR from third parties, including modifications of such materials, remain subject to the intellectual property rights the CONTRACTOR receives under the terms of the particular license or purchase. In addition, works created by the CONTRACTOR without Federal funds do not fall under the CC BY license requirement.

The purpose of the CC BY licensing requirement is to ensure that materials developed with Federal funds result in work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, CONTRACTOR will respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.

44. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal purposes; i) the copyright in all products developed under any grant provided under this Agreement, including products developed under a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient or subrecipient or a contractor purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. CONTRACTOR may not use Federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department of Labor has a license or rights of free use in such work. The CONTRACTOR, however, may use Federal funds to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with Federal funds, including intellectual property, these revenues are program income. Program income is added to the contract and must be expended for allowable activities (2 CFR 200.307).

CONTRACTOR will apply the following statement on all products developed in whole or in part with Federal funds: "This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The U.S. Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership."

45. WorkSource Portland Metro Centers

If CONTRACTOR is the primary provider of WIOA IB Adult and Dislocated Worker services and training services for other contracted grants within a WorkSource Portland Metro Center, CONTRACTOR is a partner in the WorkSource Portland Metro system and as such acts as a representative and agent of the system in the delivery of program services available through the federal, state, and local grants. This means that CONTRACTOR has authority to sign on behalf of the WorkSource system on training agreements that are required for work-based training programs, including but not limited to, On-the-Job Training Agreements, Employer Workforce Training Agreements, and others that may be developed and communicated through program policy and regional program standards to support service delivery.

If the CONTRACTOR becomes a partner within a WorkSource Center that is located within a State of Oregon Employment Department office, CONTRACTOR will assure that any lease or sub-lease for the WorkSource Center space includes a transfer clause to CWP. In the event any contract referencing this Agreement is terminated by either party, CONTRACTOR agrees to transfer the lease/sub-lease and relinquish the space to CWP for use by the new service provision CONTRACTOR. Additionally, the CONTRACTOR may not move the workforce development program out of the WorkSource Center without written approval from CWP. If the CONTRACTOR is leasing additional space within the WorkSource Center for another program, that relationship will not be impacted by any changes to this Agreement or any contract referencing this Agreement.

46. Lobbying

If the CONTRACTOR is a recipient of federal assistance funds of \$100,000 or more, whether all or only part of the funds are provided by CWP, the CONTRACTOR certifies by signature of this Agreement that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, cooperative agreement, or any other award covered by 31 U.S.C. Sec. 1352.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The CONTRACTOR shall require that the language of this certification be included in the contract documents for all

subcontracts and that all subcontractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

47. Veteran's Priority Provisions:

38 U.S.C. 4215 requires CONTRACTOR to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where CONTRACTOR must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. CONTRACTOR must comply with DOL guidance on veterans' priority, ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL 10-09 is available http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

48. Additional Assurance and Certification for Agreements over \$100,000

A. Clean Air Act, Clean Water Act, and Environmental Protection Agency Regulations

By execution of this Agreement, CONTRACTOR hereby provides CWP a written assurance that the CONTRACTOR will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), and Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 30), and further, CONTRACTOR agrees to promptly report all infractions to the federal awarding agency and the Regional Office of the Environmental Protection Agency.

B. Drug Free Workplace Certificate

The CONTRACTOR certifies that it will or will continue to provide a drug-free workplace by:

- 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the CONTRACTOR's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2) Establishing an ongoing drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace.
 - b) The CONTRACTOR's policy of maintaining a drug-free workplace.
 - c) Any available drug counseling, rehabilitation, and employee assistance programs.
 - d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- 3) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph 48.B.1;

- 4) Notifying the employee in the statement required by paragraph 48.B.1 that, as a condition of employment under the Contract, the employee will:
 - a) Abide by the terms of the statement; and
 - b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- 5) Notifying CWP in writing, within ten calendar days after receiving notice under 4.b. above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Contract;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.b above, with respect to any employee who is so convicted:
 - A) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - B) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1) through 6) above.

49. National Labor Relations Act Employee Rights Notice

During the term of this Agreement, CONTRACTOR agrees to post a notice, of such size and in such form, and containing such content as the Secretary of Labor shall prescribe, in conspicuous places where employees covered by the National Labor Relations Act engage in activities relating to the performance of the Agreement, including all places where notices to employees are customarily posted both physically and electronically (29 CFR 471).

50. Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) require sub-recipients with federal award over \$30,000 to register with the System for Award Management (SAM) and receive a Unique Entity Identifier (UEI).

CONTRACTOR represents and warrants that it is currently registered with SAM and has provided CWP with its UEI. CONTRACTOR shall properly maintain its SAM registration and will notify CWP of any changes in its registration status, including but not limited to a change to its UEI for any reason.

51. Text Messaging While Driving (Executive Order 13513 Section 4)

CONTRACTOR will adopt policy that prohibits staff text messaging while driving company-owned or rented vehicles or while driving personal vehicles and performing any work for or on behalf of each contract referencing this Agreement.

52. Limited English Proficiency (Executive Order 13166)

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and

resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. CONTRACTOR is encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

53. Seat Belts (Executive Order 13043)

Pursuant to EO 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

54. Prohibition on Trafficking in Persons (Executive Order 13333)

This Agreement may be terminated without penalty, if the grantee or any subgrantee, or the CONTRACTOR or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement. (22 U.S.C. § 7104(g))

55. Special Requirements for Conferences and Conference Space

Conferences sponsored in whole or in part by the CONTRACTOR are allowable if the conference is necessary and reasonable for the successful performance of this Agreement. CONTRACTOR is urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. CONTRACTOR will be held to the requirements in 2 CFR 200.432. Costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed. CONTRACTOR must obtain prior approval from CWP before holding any conference (which includes retreat, seminar or symposium or similar event).

56. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

57. Buy American Notice Requirement

None of the funds made available under this award may be expended by an entity unless the entity agrees that in expending the funds it will comply with 41 U.S.C. 8301 through 8303 (commonly known as the "Buy American Act").

58. Prohibition on Providing Federal Funds to ACORN

These funds may not be provided to the Association of Community Organizations for Reform now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

59. Prohibition on Contracting

- A. CONTACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any federal law within the preceding 24 months. Expenses prohibited or unallowable under any other federal, state or local law or regulation, including foreign travel.
- B. CONTACTOR may not knowingly enter into a contract, memorandum of understanding or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- C. No funds made available under a federal act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b)) or any subsidiary of such an entity. Waivers of this regulation may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.

60. Violation of the Privacy Act

These funds cannot be used in contravention of the 5 U.S.C. 552a or regulations implementing that section.

61. Insurance Requirements

CONTRACTOR shall provide insurance coverage at its own expense, issued by responsible carriers rated A VII or better by A.M. Best's rating service (unless otherwise approved by CWP), and in a form reasonably satisfactory to CWP, that meets the requirements of this Section 62. All insurance carried by the CONTRACTOR must be primary insurance coverage and may not seek contribution from any insurance or self-insurance carried by the CONTRACTOR.

CONTRACTOR shall be financially responsible for all deductibles or self-insured retention contained within the insurance. Except as otherwise required below, CONTRACTOR agrees to maintain continuous, uninterrupted coverage for the duration of this Agreement. There shall be no cancellation, material change, or reduction of limits to any insurance required under this Section 62 without thirty (30) days advance written notice from the CONTRACTOR to CWP.

If the insurance is canceled or terminated prior to completion of the Agreement, CONTRACTOR shall purchase new coverage and provide a certificate of insurance evidencing coverage and limits equal to or greater than the required level of insurance under this Section 62. In the event the CONTRACTOR fails to keep in effect at all times the specified insurance coverage, CWP may terminate this Agreement, subject to the provisions of this Agreement.

A. General Liability Insurance

CONTRACTOR must carry a Commercial General Liability (CGL) insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project, for Bodily Injury, Property Damage, and Personal Injury. The CGL coverage shall include all major coverage categories including without limitation bodily injury, property damage, and contractual liability.

B. Motor Vehicle Liability Insurance

CONTRACTOR must carry Automobile Liability insurance with a combined single limit of not less than \$1,000,000 combined single

limit per accident for Bodily Injury and Property Damage for CONTRACTOR'S vehicles, whether owned, hired, or non-owned.

C. Professional Liability Errors and Omissions Insurance

Contractor shall at all times carry a Professional Liability/Errors and Omissions type insurance policy with limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate.

D. Workers' Compensation Insurance

The CONTRACTOR must carry Workers' Compensation Insurance sufficient to meet statutory limits. If the CONTRACTOR pays wages directly to trainees under this Contract, the CONTRACTOR must also carry Workers' Compensation Insurance sufficient to meet statutory limits that covers any and all such trainees. No Workers' Compensation Insurance has been or will be obtained by CWP for the CONTRACTOR or for the CONTRACTOR'S employees and subcontractors.

E. Sexual/Physical Abuse/Molestation Insurance

If serving participants less than age 18, elderly, and persons with disabilities, CONTRACTOR must carry a Sexual or Physical Abuse or Molestation Liability insurance policy on an occurrence basis with a combined single limit of at least \$1,000,000 per occurrence and at least \$1,000,000 in the aggregate.

F. Bonding

The CONTRACTOR shall carry Employee Dishonesty coverage on every officer, director, agent, or employee authorized to receive or deposit funds under this contract or issue financial documents, checks, or other instruments of payment of program costs. The coverage shall be in the amount of at least \$100,000 and shall be effective prior to any Contract payment and for at least twelve (12) months after this Agreement terminates.

G. Property and Equipment

All property and equipment purchased by CONTRACTOR with funds received under this Agreement, or purchased on behalf of CONTRACTOR for the program site(s) covered under this Agreement, shall be insured by CONTRACTOR at replacement value against fire, theft, and destruction equal to the full replacement cost.

H. Certificates of Insurance

As evidence of the insurance coverage required by this Agreement, the CONTRACTOR shall furnish acceptable insurance certificates to CWP at the time, or prior to the time, CONTRACTOR executes this Agreement. CONTRACTOR shall name CWP and each of its officers, agents, and employees as additional insured with respect to the CONTRACTOR'S services to be provided under this Agreement. If requested, complete copies of any insurance policy shall be provided to CWP.

I. Additional Insureds

The Indemnified Parties shall be additional insureds on CONTRACTOR'S insurance policies for CGL, Automobile Liability, and Sexual or Physical Abuse or Molestation Liability insurance policies for claims caused in whole or in part by CONTRACTOR'S negligent acts or omissions.

J. Subcontractor Insurance

CONTRACTOR shall require and verify that all of its subcontractors of any tier provide insurance coverage and limits identical to the insurance required of the CONTRACTOR under this Agreement, unless this requirement is expressly modified or waived by CWP in writing.



62. Definitions

Capitalized terms not defined in this Agreement have the meanings given to them in CWP policies and procedures or the Workforce Innovation and Opportunity Act, as amended (29 USC 32), and any subsequently issued guidance and regulations thereto.

63. Oregon False Claims Act

CONTRACTOR acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action or conduct by CONTRACTOR pertaining to this Agreement that constitutes a "claim" (as defined by the Oregon False Claims Act, ORS 180.750 (1)). By its execution of this Agreement, CONTRACTOR certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement or to the Project. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against CONTRACTOR. Nothing in this section or this Agreement may be construed as limiting or derogating from any authority granted the Oregon Attorney General under 180.750 to 180.785.

Grantee shall immediately report in writing, to CWP, who will forward the report to the Higher Education Coordinating Commission (funder), any credible evidence that a principal, employee, agent, or subcontractor of CONTRACTOR, or any subgrantee or other person, has made a false claim or committed a prohibited act under the Oregon False Claims Act, or has committed a criminal or civil violation of laws pertaining to fraud, bribery, gratuity, conflict of interest, or similar misconduct in connection with this Agreement or monies paid by funder under this Agreement.

64. BACKGROUND CHECK/CRIMINAL HISTORY VERIFICATION

64.1 To the extent permitted by law, Grantee shall obtain a criminal history record check on any employee, potential employee or volunteer working with "Vulnerable Populations" (defined as minors, elderly, and persons with disabilities), as follows:

A criminal record check will indicate convictions of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee or volunteer scheduled to work with Vulnerable Populations.

64.2 Grantee shall develop a policy or procedures to review criminal arrests or convictions of employees, potential employees or volunteers.

64.3 Grantee must determine after receiving the criminal history check whether the employee, potential employee or volunteer has been convicted of child abuse, offenses against persons, sexual offenses, child neglect, or any other offense bearing a substantial relation to the qualifications, functions or duties of an employee, or volunteer scheduled to work with Vulnerable Populations, and whether based upon the conviction the person poses a risk to working safely with Vulnerable Populations.

64.4 Grantee must make determinations of suitability, in advance, before individuals may interact with participating Vulnerable Populations, regardless of the individual's employment status. All required background check information must be completed before the determination regarding suitability.

1. Definitions

Capitalized terms will have the following meanings:

Applicable Laws means all federal, state, and local laws related to data security, data protection, data privacy, data breaches, and any similar subject matter that may be applicable to Personal Information provided to CONTRACTOR for Use under this Agreement. This may include, but is not limited to, the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act, and similar laws and their associated regulations as amended from time to time.

Authorized Employees means CONTRACTOR's employees who have a need to know or otherwise access Personal Information to enable CONTRACTOR to fulfil its obligations under this Agreement.

Authorized Persons means (i) Authorized Employees; and (ii) CONTRACTOR's subcontractors and agents who have a need to know or otherwise access Personal Information to enable CONTRACTOR to perform its obligations under this Agreement, and who are bound by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms of this Agreement.

Best Industry Practices means that degree of skill, quality, care, foresight, or operating practice that would reasonably and ordinarily be expected of a skilled and competent service supplier in the same industry as CONTRACTOR under the same or similar circumstances as contemplated in this Agreement.

Highly Sensitive Personal Information means an individual's (i) government-issued identification number (including, but not limited to, Social Security number, driver's license number, or state-issued identification number); (ii) financial account number, credit card number, debit card number, or credit report information; or (iii) biometric, genetic, health, medical, or medical insurance data.

Personal Information means information provided to CONTRACTOR by or at the direction of CWP, information which is created or obtained by CONTRACTOR on behalf of CWP, or information to which access was provided to CONTRACTOR by or at the direction of CWP, in the course of CONTRACTOR's performance under this Agreement that: (i) identifies or can be used to identify an individual (including without limitation names, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, health, genetic, medical, or medical insurance data, answers to security questions, and other personal identifiers), including, without limitation, all Highly Sensitive Personal Information.

Security Breach means any actual or suspected compromise of security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by CONTRACTOR (or any Authorized Persons) that relate to the protection of the security, confidentiality, or integrity of Personal Information. Without limiting the foregoing, a compromise includes any unauthorized access to or unauthorized disclosure or acquisition of Personal Information.

Use means, with respect to Personal Information, sale, rental, creation, collection, acquisition, receipt, transfer, transmission, storage, disposal, use, distribution, or disclosure.

2. Standard of Care

A. CONTRACTOR will comply with the terms and conditions set forth in this Agreement in its Use of Personal Information and be responsible for any unauthorized Use of Personal Information under its control or in its possession, including by any Authorized Persons.

B. CONTRACTOR will:

- 1) Keep, maintain, and Use all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized Use.
- 2) Not Use Personal Information in violation of Applicable Laws.
- 3) Use Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided to CONTRACTOR pursuant to the terms and conditions of this Agreement, and not Use or make available Personal Information for CONTRACTOR's own purposes or for the benefit of anyone other than CWP, in each case, without CWP' prior written consent.

Exhibit B: Data Sharing & Privacy Agreement

- 4) Not directly or indirectly disclose Personal Information to any person other than Authorized Persons unless and to the extent required by Applicable Laws, in which case, CONTRACTOR will use best efforts to notify CWP before such disclosure or as soon thereafter as reasonably possible.

3. Information Security

- A. CONTRACTOR represents and warrants that its Use of Personal Information does and will comply with all Applicable Laws.
- B. CONTRACTOR will implement and maintain a written information security program including appropriate policies, procedures, and risk assessments that are reviewed at least annually.
- C. Without limiting CONTRACTOR's obligations under Section 3(A), CONTRACTOR will implement administrative, physical, technical, and organizational safeguards to protect Personal Information from unauthorized Use, destruction, alteration, accidental loss, or damage that are no less rigorous than Best Industry Practices, including the National Institute of Standards and Technology Cybersecurity Framework or other applicable industry standards for information security, as amended from time to time, and will ensure that all such safeguards, including the manner in which Personal Information is Used, comply with Applicable Laws, as well as the terms and conditions of this Agreement.
- D. At a minimum, CONTRACTOR's safeguards for the protection of Personal Information must include: (i) limiting access of Personal Information to Authorized Persons; (ii) securing business facilities and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network security; (iv) securing information transmission, storage, and disposal; (v) implementing authentication and access controls; (vi) encrypting Highly Sensitive Personal Information stored on any mobile media; (vii) encrypting Highly Sensitive Personal Information transmitted over public or wireless networks; (viii) segregating Personal Information from information of CONTRACTOR or its other customers so that Personal Information is not commingled with any other types of information; (ix) conducting risk assessments and promptly implementing a corrective action plan to correct any issues that are reported as a result of the assessments; (x) implementing appropriate personnel security procedures and practices, including conducting background checks consistent with Applicable Laws; and (xi) providing appropriate privacy and information security training to CONTRACTOR's employees. CONTRACTOR's safeguards must also satisfy the minimum standards of all Applicable Laws.

4. Security Breach Procedures

- A. CONTRACTOR will notify CWP of a Security Breach as soon as practicable, but no later than twelve (12) hours after CONTRACTOR becomes aware of it by emailing CWP at bridget.dazey@clackamasworkforce.org with a copy by email to CONTRACTOR's primary business contact within CWP.
- 1) The email to CWP must include a brief description of the Security Breach, the type of Security Breach (e.g., electronic, data systems, paper files), the steps CONTRACTOR has taken to address the Security Breach and the contact names of CONTRACTOR staff member that CWP is to work with responding to the Security Breach.
- 2) CWP will designate a CWP staff member that will act as the CONTRACTOR's primary point of contact for further coordination of the parties' response to the Security Breach as further described below.
- B. Immediately following CONTRACTOR's notification to CWP of a Security Breach, the parties will coordinate with each other to investigate the Security Breach. CONTRACTOR agrees to fully cooperate with CWP' participation in the matter, including, without limitation: (i) conducting or assisting with any investigation; (ii) providing CWP with physical access to the facilities and operations affected; (iii) performing or facilitating interviews with CONTRACTOR's employees and others involved in the matter; and (iv) reviewing or making available all relevant records, logs, files, data reporting, and other materials required to comply with Applicable Laws, Best Industry Practices, or as otherwise required by CWP.
- C. CONTRACTOR will at its own expense use best efforts to immediately contain and remedy any Security Breach and prevent any further Security Breach, including without limitation taking any and all action necessary to comply with Applicable Laws. CONTRACTOR will reimburse CWP for all actual costs incurred by CWP in responding to, and mitigating damages and losses caused by, any Security Breach, including, but not limited to, all costs of investigation, notice, and remediation.
- D. CONTRACTOR will not inform any third party of any Security Breach without first obtaining CWP' written consent from either the Executive Director, Chief Operating Officer or Chief Program Officer. CWP will have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law, or otherwise in CWP' discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.
- E. CONTRACTOR agrees to maintain and preserve all documents, records, and other data related to any Security Breach.

F. CONTRACTOR agrees to fully cooperate at its own expense with CWP in any litigation, investigation, or other action deemed necessary by CWP to protect its rights and defend its actions relating to the Use, protection, and maintenance of Personal Information.

5. Oversight of Security Compliance.

Upon CWP' request, CONTRACTOR will allow CWP or, upon CWP' election, a third party on CWP' behalf, to perform an assessment of all controls, safeguards, and information security programs in CONTRACTOR's environment in relation to all Personal Information being handled pursuant to this Agreement. CONTRACTOR will fully cooperate with such assessment. In addition, upon CWP' request, CONTRACTOR will provide CWP with the results of any audit performed by or on behalf of CONTRACTOR that assesses the effectiveness of CONTRACTOR's controls, safeguards, and information security program as relevant to the security and confidentiality of Personal Information Used during the course of this Agreement.

6. Return or Destruction of Personal Information.

At any time during the term of this Agreement, at CWP' request or upon the termination or expiration of this Agreement for any reason, CONTRACTOR will, and will instruct all Authorized Persons to, promptly return to CWP all copies, whether in written, electronic, or other form or media, of Personal Information in its possession or the possession of such Authorized Persons, or securely dispose of all such copies, and certify in writing to CWP that such Personal Information has been returned to CWP or disposed of securely in accordance with Best Industry Practices and Applicable Laws. CONTRACTOR will comply with all directions provided by CWP with respect to the return or disposal of Personal Information.

7. Equitable Relief.

CONTRACTOR acknowledges that any breach of its covenants or obligations set forth in this Agreement may cause CWP irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, CWP is entitled to seek equitable relief in addition to any other remedy to which CWP may be entitled at law or in equity. Such remedies are not exclusive but are in addition to all other remedies available at law or in equity.

8. Indemnification.

Without limiting CONTRACTOR's obligations under any other term or condition of this Agreement, CONTRACTOR will defend, indemnify, and hold harmless CWP and its subsidiaries, affiliates, and their respective officers, directors, employees, agents, successors, and permitted assigns (each, a "CWP Indemnitee") from and against all losses, damages, liabilities, deficiencies, actions, administrative proceedings, agency actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing benefit payments from any insurance providers, arising out of or resulting from CONTRACTOR's acts, omissions, or failure to comply with any of its obligations under this Agreement.

9. To the extent of a conflict between this Exhibit and the Agreement, this Exhibit will control.



I. Budget

WIOA Adult/Dislocated Worker Funding Stream

Budget Line Item	Begin Bal	Change	Total
Project Implementation	13,636		13,636
Administration	1,364		1,364
Adult/DW Total	15,000	0	15,000

II. Expenditure Restrictions

A. Expenditure Period

Funds provided under this Contract may only be expended during the contract term.

B. Cost Reimbursement

This Contract is based on a cost-reimbursement method of payment.

C. Prohibited Use of Funds

CONTRACTOR will ensure that these funds are not spent on the following items, which are addressed by WIOA or the funding source and will be subject to federal, state, and local rules:

- 1) Public service employment, except to provide disaster relief employment, as specifically authorized in WIOA and under a special federal disaster relief assistance grant.
- 2) Expenses prohibited or unallowable under any other federal, state, or local law or regulation, including foreign travel.
- 3) General economic development and related employment generating activities.
- 4) Capitalization of businesses.
- 5) Investment in contract bidding resource centers.
- 6) Investment in revolving loan funds.
- 7) Drug testing except to facilitate the hiring process.
- 8) The wages of incumbent employees during their participation in training when funded by WIOA.
- 9) Costs associated with general agency fund-raising activities are not allowable.
- 10) Program Administration and Indirect costs are not allowable to Community Development Block Grant (CDBG) funds.
- 11) Food costs are not allowable to WIOA, not even for participants.

D. Budget Line Flexibility

Budget Line Flexibility set forth in this Section applies separately to each Funding Source Code shown within the Budget set forth in Section I. Allowable over-expenditures in a budget line item under one Funding Source Code may not be spent from any other unexpended/under-expended budget line item(s) under another Funding Source Code without a formal Budget modification.

- 1) Expenditures by Funding Source may not exceed the Total Summary Budget for the Funding Source. Fund expenditures must be used to provide services to participants eligible for and enrolled in the Funding Source program(s).
- 2) Direct cost budget variances that impact the Statement of Work and agreed upon outcomes or deliverables requires a budget modification to the contract.
- 3) Formal Budget modifications may be granted by CWP on written request from the CONTRACTOR, provided there is sufficient justification documented for the change(s) based on program objectives.

SUMMARY

Through this project Clackamas Workforce Partnership (CWP) will continue to contract with Oregon Manufacturing Extension Partnership (OMEP) to support CWP's effort to continuously develop and improve service delivery through our American Job Center (WorkSource Clackamas) to ensure all job seekers and career changers in Clackamas County have access to quality employment, education, training, and support services they need to succeed in the labor market; and to match employers with the skilled workers they need to compete in the global economy.

OMEP will work with WorkSource Clackamas (WSC) staff and partners to resume service delivery in accordance with state guidelines and reopening phases; implement the WSC reopening plan; oversee monitoring and compliance activities; improve service delivery processes; eliminate duplication, develop plans for high-quality and coordinated service delivery; and develop sustainable measurement and evaluation tools. OMEP will help WSC with continued use and implementation of Lean Enterprise practices and continue to help develop a deeper understanding of the processes, policies, and procedures that might cause barriers to the flow of work and information.

The goal of this project is to ensure customers can safely access and receive efficient, responsive services through: further integration and alignment of service delivery among partner agencies; creation of shared tools and resources; elimination of barriers to service; implementation of healthy/safety guidance; and easier access to and use of WSC services.

WorkSource Clackamas (WSC) is a center comprised of multiple partner agencies providing workforce services to Clackamas County residents. WSC partners must collaborate to provide seamless customer-focused service delivery to job seekers and career changers. Many of the people served have significant barriers to employment, and face additional challenges related to the Covid-19 pandemic and economic fallout.

OMEP will help implement systems to:

- *Develop assessment, evaluation, and measurement systems
- *Diagnose problem areas and help eliminate or minimize waste and barriers to flow;
- *Measure the results of implementation experiments
- *Build on successes and adjust activity based on experiment results
- *Facilitate product and process creation that supports alignment of service-delivery among partner agencies and the reduction of barriers, waste

A. KEY PROJECT COMPONENTS

- The one-stop operator in partnership with CWP Associate Director will coordinate and co-facilitate 12 meetings (1x per month) with Clackamas Local Leadership Team.
- The one-stop operator in partnership with CWP Associate Director will coordinate and facilitate meetings (number of meetings to be based on need) with the WorkSource Clackamas Continuous Improvement (CI) Team.
- The one-stop operator will facilitate the coordination and completion of a minimum of two continuous improvement projects related to the WSO Operational Standards with the Clackamas CI team by the end of PY 23.

- The one-stop operator will continue to connect the Clackamas workforce region to best practices happening in workforce development across the state through recommendations and reporting.
- The one-stop operator will coordinate with CWP program management staff and partner leadership to ensure WSC services and facilities adhere to WorkSource Oregon Standards; ADA Facility Standards; WorkSource Recertification; WorkSource Clackamas WSET-approved Reopening Plan
- Other administrative duties as requested by CWP program management staff, including reports and presentations to CWP's Local Leadership Team and Board of Directors

B. PERFORMANCE

Through this effort all staff will play a part in continuous improvement efforts at WSC. The Continuous Improvement Team (CIT) will work together with all staff to continually assess processes and flows to improve service delivery. A key result of this will be a more engaged staff team, greater awareness of system structures and processes, and staff-led improvement efforts on a continuous basis, resulting in better customer service.

The Continuous Improvement Team (CIT) will complete a minimum of **two** continuous improvement projects during this program year. These projects will be connected to the WorkSource Operational Standards and supported by the Clackamas Local Leadership Team.

October 19, 2023

BCC Agenda Date/Item: 20231019 I.A

Housing Authority Board of Commissioners
 Clackamas County

Approval of an Infrastructure and Additional Shared Cost Agreement with Local Workforce Development Board for the WorkSource Clackamas One-Stop. Agreement value is \$275.39 for one year. Funding through US Department of Housing and Urban Development Resident Opportunity and Self-Sufficiency Grant Funds. No County General Funds are involved.

Previous Board Action/Review	10/17/23 – Item briefed at Issues		
Performance Clackamas	1. The critical work of the Clackamas Workforce Partnership, paired with the training programs their partners deliver, helps provide equitable access to services. 2. The agreement also provides a transparent review of Clackamas County One Stop’s funding sources for building public trust through good government.		
Counsel Review	Yes	Procurement Review	No
Contact Person	Toni Karter, HCDD Director	Contact Phone	503-650-3139

EXECUTIVE SUMMARY: The Housing Authority of Clackamas County (HACC), a component unit within the Housing and Community Development Division of the Health, Housing and Human Services Department, requests approval of an Infrastructure and Additional Shared Cost Agreement with Local Workforce Development Board, Chief Elected Official and Required One-Stop Partners for the WorkSource Clackamas One-Stop. This item does require board approval and signature even though the amount of the agreement value is under normal thresholds.

The Federal Workforce, Innovation, and Opportunity Act requires that the Local Workforce Development Board, Clackamas Workforce Partnership, the chief elected official (Clackamas County Board Chair Tootie Smith), and service providers in our local “One-Stop Center,” known as WorkSource Clackamas, enter into an Infrastructure and Additional Shared Cost Agreement allocating the Center’s costs equally between all of the “One-Stop Partners” such as the Housing Authority of Clackamas County.

In 2019, Oregon’s Local Workforce Development Boards received a Department of Justice-approved template to use to structure the yearly agreement, which allows cost sharing among partners as determined by their presence in the local Center (full-time,

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part-time, and drop-in use of workspace) and ensures all service providers housed in or making use of the local WorkSource Center contribute to the costs of facilities upkeep, technology, shared resources, and programmatic supplies, etc. The agreement helps ensure unified service delivery among the various entities operating under the WorkSource Clackamas umbrella.

Through this agreement, HACC will provide \$275.39 in Ross Grant funds for their allocation which is the same amount as last year's agreement. No County general funds are involved.

RECOMMENDATION: Staff recommends approval of an Infrastructure and Additional Shared Cost Agreement with Local Workforce Development Board, Chief Elected Official and Required One-Stop Partners for the WorkSource Clackamas One-Stop. Staff also recommends the Board approve Commissioner Tootie Smith, Chair to sign on behalf of the Housing Authority Board.

Respectfully submitted,

Rodney A. Cook

Rodney A. Cook

Director of Health Housing and Human Services

INFRASTRUCTURE AND ADDITIONAL SHARED COST FUNDING AGREEMENT

This Infrastructure and Additional Shared Cost Funding Agreement (“**Agreement**”), effective on July 1, 2023 (the “**Effective Date**”), is entered into by and among Clackamas Workforce Partnership, an Oregon non-profit corporation, acting as the Local Workforce Development Board (the “**Local WDB**”) for Clackamas County (the “**Local Area**”), the sitting chair of the Clackamas County Board of Commissioners, the chief elected official for the Local Area (“**CEO**”), and each other party whose name and signature appears on the signature pages hereof (each, a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The federal Workforce Innovation and Opportunity Act (the “**WIOA**”) contemplates that the Local Workforce Development Board, the chief elected official, each entity (each a “**Required One-Stop Partner**” and, collectively, the “**Required One-Stop Partners**”) that carries out a program described in Section 121(b)(1)(B) of the WIOA, and other entities, carrying out a workforce development program, that are approved by the Local Workforce Development Board and the chief elected official (the “**Other One-Stop Partners**”) (the Required One-Stop Partners and the Other One-Stop Partners, each a “**One-stop Partner**” and, collectively, the “**One-Stop Partners**”) in a local area will enter into a Memorandum of Understanding as described in Section 121(c) of the WIOA and 20 CFR 678.500 to provide for the allocation among themselves and payment of the infrastructure costs of the “**One-Stop Centers**” contemplated by the WIOA and through which the One-Stop Partners deliver their workforce development programs (the “**Programs**”).

B. Under 20 CFR 678.420(b)(2), the allocation of One-Stop Center infrastructure costs among the One-Stop Partners must be based on (1) each One-Stop Partners’ proportionate use and relative benefit received, (2) federal cost principles, and (3) any local administrative cost requirements in the Federal law authorizing the One-Stop Partner's program.

C. If the Local Workforce Development Board, the chief elected official, and the One-Stop Partners in a local area fail to enter into an agreement for the allocation and payment, among the One-stop Partners, of the infrastructure costs of the One-Stop Center in their local area, the Governor will allocate the infrastructure costs among the One-Stop Partners in accordance with the process set forth in 20 CFR 678.731.

D. The WIOA also contemplates that the Local Workforce Development Board, the chief elected official, and the One-Stop Partners will enter in an agreement to provide for the allocation and payment, among the One-stop Partners, of additional shared costs relating to the operation of the One-Stop Centers. These costs must include the costs of applicable career services and may include any other shared services that are authorized for and commonly provided through the One-Stop Partner Programs.

E. Under 20 CFR 678.760, the allocation of One-Stop Center operating costs among the One-Stop Partners must be based on the proportion of benefit received by each of the One-Stop Partners, consistent with applicable federal law.

F. The CEO, the Local WDB, and the One-Stop Partners party hereto (the “**Local One-Stop Partners**”), after completing their negotiations and discussions on the allocation of infrastructure costs and operating costs for the One-Stop Center in the Local Area, desire to enter into this agreement to implement their allocation arrangement and provide for payment of the One-Stop infrastructure costs and operating costs in accordance with the requirements of the WIOA and its implementing regulations.

NOW THEREFORE, the Parties hereby agree as follows:

AGREEMENT

ARTICLE 1

BUDGET, ALLOCATION AND PAYMENT OF INFRASTRUCTURE COSTS

Section 1.1 **Infrastructure Cost Budget.** The Infrastructure Cost Budget for the One-Stop Center in the Local Area for Program Year 2023 (July 1, 2023, to June 30, 2024) (an “**Infrastructure Cost Budget**”) is set forth on Exhibit A. The Parties may amend this Agreement to add Infrastructure Cost Budgets for future program years through preparation of a written Infrastructure Cost Budget for the year and execution thereof by each of the Parties. Upon such execution, the Infrastructure Cost Budget shall be deemed added to Exhibit A and shall serve as the Infrastructure Cost Budget for the specified year for purposes of this Agreement. Subject to earlier termination as provided herein, this Agreement shall continue to govern the Parties’ rights and obligations related to infrastructure costs of the One-Stop Center in the Local Area so long as Exhibit A includes an Infrastructure Cost Budget for the then-current program year. This Agreement shall automatically terminate at the beginning of the first program year lacking an Infrastructure Cost Budget in Exhibit A.

Section 1.2 **Infrastructure Cost Allocation.** The costs in an Infrastructure Cost Budget are allocated among the Local One-Stop Partners as set forth in Exhibit B (the “**Infrastructure Cost Allocation**”). At the request of the Local WDB from time to time, but not less frequently than once per year, the Parties shall review infrastructure costs incurred for operation of the One-Stop Center in the Local Area and the allocation of those costs under the Infrastructure Cost Allocation to confirm that the infrastructure costs actually allocated to each Local One-Stop Partner are proportionate to that Local One-Stop Partner’s use of the One-Stop Center and the relative benefit received by each Local One-Stop Partner and the Local One-Stop Partner’s programs and activities. As a result of such review, the Parties shall make any necessary adjustments to the Infrastructure Cost Allocation through amendment of this Agreement. If the Parties fail to reach agreement on the need for adjustments to the Infrastructure Cost Allocation, the Local WDB shall convene a meeting among representatives of Parties to resolve the disagreement.

Section 1.3 **Infrastructure Cost Payment.**

1.3.1 Infrastructure Cost Contributions. No later than 30 days after the end of each calendar quarter, each Local One-Stop Partner shall notify the Local WDB in writing of any cash or in-kind contributions to cover costs included in the applicable Infrastructure Cost Budget that the Local One-Stop Partner made during the prior calendar quarter, any information needed from that Local One-Stop Partner to apply the Infrastructure Cost Allocation for the quarter, and supporting documentation for such in-kind contributions and cost allocation information as the Local WDB may reasonably request. Any in-kind contributions will be valued consistent with 2 CFR 200.306; provided, however, to the extent allowed, if any, by 2 CFR 200.306, the Local One-Stop Partners will negotiate and agree upon the identification, inclusion, and value of in-kind contributions. If the Local One-Stop Partners cannot agree on whether a proposed in-kind contribution should be included, or its value, the in-kind contribution will not be applied to the calculation to determine the amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter. A Local One-Stop Partner's failure to notify the Local WDB of such in-kind contributions and cost allocation information within 45 days of the end of the calendar quarter shall, at the discretion of the Local WDB, constitute that Local One-Stop Partner's waiver of any right to payment for any amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter.

1.3.2 Payment of Infrastructure Costs. No later than 45 days after the end of each calendar quarter and based on the information received from the Local One-Stop Partners under Section 1.3.1, the applicable Infrastructure Cost Budget, and the Infrastructure Cost Allocation, the Local WDB shall notify each Local One-Stop Partner of the total infrastructure costs incurred during the quarter, by Infrastructure Cost Budget line item, and of the portion of those costs allocated to that Local One-Stop Partner. Such notification shall identify and reflect any cash or in-kind contributions to the infrastructure costs of the One-Stop Center received from other than a Local One-Stop Partner during the quarter (which reduce the overall costs otherwise allocated to the Local One-Stop Partners), with any in-kind contributions valued consistent with 2 CFR 200.306 and Section 1.3.1. If the portion of the infrastructure costs allocated to a Local One-Stop Partner for the quarter exceeds the Local One-Stop Partner's contributions to infrastructure costs during the quarter, that Local One-Stop Partner shall, subject to Article 3, pay the difference to the Local WDB no later than 45 days after receipt of notification from the Local WDB of the infrastructure costs for the quarter. If the portion of the infrastructure costs allocated to a Local One-Stop Partner for the quarter is less than the Local One-Stop Partner's contributions to infrastructure costs during the quarter, the Local WDB shall, subject to Article 3, pay the difference to that Local One-Stop Partner promptly after the Local WDB's receipt of sufficient funds from the other Local One-Stop Partners to make that payment.

1.3.3 Cost Overruns. If the Local WDB anticipates that future infrastructure costs for a program year will exceed the Infrastructure Cost Budget for that year (either overall or on a line-item basis), the Local WDB shall notify each Party and recommend that the Parties negotiate an adjusted Infrastructure Cost Budget for the year. If the Parties reach agreement on an adjusted Infrastructure Cost Budget for the year, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for the year with the adjusted Infrastructure Cost Budget for the year through execution by each of the Parties of a written adjusted Infrastructure Cost Budget for the year. Upon such execution, the adjusted Infrastructure Cost Budget for that year shall be deemed to replace the existing Infrastructure Cost Budget for that year. Regardless of whether the Parties agree on an adjusted Infrastructure Cost Budget for a year, any cost (of a type included in the Infrastructure Cost Budget)

overrun incurred while this Agreement is in effect shall be allocated to each Local One-Stop Partner in the same proportion as such cost would be allocated under this Agreement if it were not a cost overrun. If the Parties agree on an adjusted Infrastructure Cost Budget after the expiration of the year for which that budget is applicable, the Parties may amend this Agreement to replace the existing Infrastructure Cost Budget for that prior year and shall otherwise adjust their cost allocations and later in time payments so as to reconcile or “true up” amounts actually received or paid with the adjusted budget. The Parties intend to limit the total amount of any infrastructure cost adjustments for a year to no more than a ten percent (10%) increase to the Infrastructure Cost Budget allocation of each Local One-Stop Partner.

ARTICLE 2

BUDGET, ALLOCATION AND PAYMENT OF ADDITIONAL SHARED COSTS

Section 2.1 **Additional Shared Cost Budget.** The Additional Shared Cost Budget for the One-Stop Center in the Local Area for Program Year 2023 (July 1, 2023 to June 30, 2024) (an “**Additional Shared Cost Budget**”) is set forth on Exhibit C. The Parties may amend this Agreement to add Additional Shared Cost Budgets for future program years through preparation of a written Additional Shared Cost Budget for the year and execution thereof by each of the Parties. Upon such execution, the Additional Shared Cost Budget shall be deemed added to Exhibit C and shall serve as the Additional Shared Cost Budget for the specified year for purposes of this Agreement. Subject to earlier termination as provided herein, this Agreement shall continue to govern the Parties’ rights and obligations related to additional shared costs of the One-Stop Center in the Local Area so long as Exhibit C includes an Additional Shared Cost Budget for the then-current program year. This Agreement shall automatically terminate at the beginning of the first program year lacking an Additional Shared Cost Budget in Exhibit C.

Section 2.2 **Additional Shared Cost Allocation.** The costs in an Additional Shared Cost Budget are allocated among the Local One-Stop Partners as set forth in Exhibit D (the “Additional Shared Cost Allocation”). At the request of the Local WDB from time to time, but not less frequently than once per year, the Parties shall review additional shared costs incurred for operation of the One-Stop Center in the Local Area and the allocation of those costs under the Additional Shared Cost Allocation to confirm that the additional shared costs actually allocated to each One-Stop Partner are proportionate to the benefit received by that One-Stop Partner’s use of the One-Stop Center. As a result of such review, the Parties shall make any necessary adjustments to the Additional Shared Cost Allocation through amendment of this Agreement. If the Parties fail to reach agreement on the need for adjustments to the Additional Shared Cost Allocation, the Local WDB shall convene a meeting among representatives of Parties to resolve the disagreement.

Section 2.3 **Additional Shared Cost Payment.**

2.3.1 **Additional Shared Cost Contributions.** No later than 30 days after the end of each calendar quarter, each One-Stop Partner shall notify the Local WDB in writing of any cash or in-kind contributions to cover costs included in the applicable Additional Shared Cost Budget that the One-Stop Partner made during the prior calendar quarter, any information needed from that One-Stop Partner to apply the Additional Shared Cost Allocation for the quarter, and supporting documentation for such contributions and information as the Local WDB may reasonably request. Any in-kind contributions will be valued consistent with 2 CFR 200.306; provided, however, to the extent allowed,

if any, by 2 CFR 200.306, the Local One-Stop Partners will negotiate and agree upon the identification, inclusion, and value of in-kind contributions. If the Local One-Stop Partners cannot agree on whether a proposed in-kind contribution should be included, or its value, the in-kind contribution will not be applied to the calculation to determine the amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the infrastructure costs for the quarter. A One-Stop Partner's failure to notify the Local WDB of such contributions and information within 30 days of the end of the calendar quarter shall, at the discretion of the Local WDB, constitute that Local One-Stop Partner's waiver of any right to payment for any amount by which that Local One-Stop Partner's in-kind contributions exceed its allocation of the additional shared costs for the quarter.

2.3.2 Payment of Additional Shared Costs. No later than 45 days after the end of each calendar quarter and based on the information received from the Local One-Stop Partners under Section 2.3.1, the applicable Additional Shared Cost Budget, and the Additional Shared Cost Allocation, the Local WDB shall notify each Local One-Stop Partner of the total additional shared costs incurred during the quarter, by Additional Shared Cost Budget line item, and of the portion of those costs allocated to that Local One-Stop Partner. Such notification shall identify and reflect any cash or in-kind contributions to the additional shared costs of the One-Stop Center received from other than a Local One-Stop Partner during the quarter (which reduce the overall costs otherwise allocated to the Local One-Stop Partners), with any in-kind contributions valued consistent with 2 CFR 200.306 and Section 2.3.1. If the portion of the additional shared costs allocated to a Local One-Stop Partner for the quarter exceeds the Local One-Stop Partner's contributions to additional shared costs during the quarter, that Local One-Stop Partner shall, subject to Article 3, pay the difference to the Local WDB no later than 30 days after receipt of notification from the Local WDB of the additional shared costs for the quarter. If the portion of the additional shared costs allocated to a Local One-Stop Partner for the quarter is less than the Local One-Stop Partner's contributions to additional shared costs during the quarter, the Local WDB shall, subject to Article 3, pay the difference to that Local One-Stop Partner promptly after the Local WDB's receipt of sufficient funds from the other Local One-Stop Partners to make that payment.

2.3.3 Cost Overruns. If the Local WDB anticipates that future additional shared costs for a program year will exceed the Additional Shared Cost Budget for that year (either overall or on a line-item basis), the Local WDB shall notify each Party and recommend that the Parties negotiate an adjusted Additional Shared Cost Budget for the year. If the Parties reach agreement on an adjusted Additional Shared Cost Budget for the year, the Parties may amend this Agreement to replace the existing Additional Shared Cost Budget for the year with the adjusted Additional Shared Cost Budget for the year through execution by each of the Parties of a written adjusted Additional Shared Cost Budget for the year. Upon such execution, the adjusted Additional Shared Cost Budget for that year shall be deemed to replace the existing Additional Shared Cost Budget for that year. Regardless of whether the Parties agree on an adjusted Additional Shared Cost Budget for a year, any cost (of a type included in the Additional Shared Cost Budget) overrun incurred while this Agreement is in effect shall be allocated to each Local One-Stop Partner in the same proportion as such cost would be allocated under this Agreement if it were not a cost overrun. If the Parties agree on an adjusted Additional Shared Cost Budget after the expiration of the year for which that budget is applicable, the Parties may amend this Agreement to replace the existing Additional Shared Cost Budget for that prior year and shall otherwise adjust their cost allocations and later in time payments so as to reconcile or "true up" amounts actually received or paid with the adjusted budget. The Parties intend to limit the

total amount of any additional shared cost adjustments for a year to no more than a ten percent (10%) increase to the Additional Shared Cost Budget allocation of each Local One-Stop Partner.

ARTICLE 3 CONDITIONS TO PAYMENT OBLIGATIONS

If a Party is an agency of the State of Oregon, then such Party's payment obligations under this Agreement are conditioned on the Party receiving sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to make the payment. If a Party is a local government, then such Party's payment obligations under this Agreement are conditioned on the Party receiving from its governing body sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to make the payment. If a Party is a local workforce development board that is subject to debt limitations imposed, or expenditures or funding authorized, by law, because of its unique relationship with local governments, then such Party's obligations under this Agreement are conditioned on that Party receiving sufficient funding, appropriations or other expenditure authorizations to allow that Party, in the exercise of its reasonable administrative discretion, to make the payment.

ARTICLE 4 TERM AND TERMINATION

Section 4.1 **Term.** This Agreement shall remain in effect until the earlier of (1) its termination under Sections 1.1 or 2.1 or (2) a Party's exercise of its right to terminate this Agreement under this Article 4.

Section 4.2 **Termination.** This Agreement may be terminated as follows:

4.2.1 **Notice.** A Party may terminate this Agreement effective upon 90 days advance written notice to each other Party.

4.2.2 **Non-appropriation.** A Party may terminate this Agreement effective upon written notice to each other Party, if a Party fails to receive sufficient funding, appropriations and other expenditure authorizations to allow that Party, in the reasonable exercise of its administrative discretion, to continue making payments under this Agreement, as further described in Article 3.

4.2.3 **Change in Law.** A Party may terminate this Agreement effective upon written notice to each other Party, if federal or state laws, rules, regulations or guidelines are modified or are interpreted by the Federal Grant recipient agencies in such a way that the financing of One-Stop Center infrastructure costs as contemplated by this Agreement is no longer allowable.

4.2.4 **Non-compliance.** A Party may terminate this Agreement effective upon 30 days advance written notice to each other Party, if a Party fails to comply with its obligations under this Agreement, including a failure to make a required payment, and such failure remains uncured at the end of the 30-day period.

ARTICLE 5

EFFECT OF TERMINATION

Section 5.1 **Costs Incurred.** Termination of this Agreement shall not affect a Local One-Stop Partner's responsibility under this Agreement for infrastructure costs and additional shared costs incurred prior to the date of termination. Each Local One-Stop Partner shall continue to be responsible for its allocable portion of such costs in accordance with the terms and conditions of Articles 1 and 2.

Section 5.2 **Default Cost Allocation.** Unless the Parties have entered into a successor agreement for the allocation of infrastructure costs for the One-Stop Center in the Local Area, upon termination of this Agreement, the Local WDB shall so notify the Governor and such infrastructure costs will be allocated by the Governor among the Parties in accordance with the process set forth in 20 CFR 678.730 to 750. There is no default funding allocation for additional shared costs, in the event of termination of this Agreement.

ARTICLE 6 GENERAL

Section 6.1 **Counterparts.** This Agreement may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

Section 6.2 **Survival.** Articles 5 and 6 shall survive termination of this Agreement.

Section 6.3 **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be deemed effective (1) when actually delivered in person, (2) one business day after deposit with a commercial courier service for "next day" delivery, (3) two business days after having been deposited in the United States mail as certified or registered mail, or (4) when transmitted by email, addressed to a Party as set forth on the signature pages hereof.

Section 6.4 **Records and Inspection.** Each Local One-Stop Partner shall keep proper books of account and records on all costs in an Infrastructure Cost Budget that it incurs prior to the date of termination of this Agreement. Each Local One-Stop Partner will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain the books of account and records until the later of: (i) termination of this Agreement, (ii) the date that all disputes, if any, arising under this Agreement have been resolved or (iii) the period required by any applicable records retention or similar laws. Each Party will permit each other Party and/or its duly authorized representatives to inspect, review and make excerpts and transcripts of such books of account and records. Access to these records is not limited to the required retention period. The authorized representatives shall have access to the records at any reasonable time for as long as the records are maintained.

Section 6.5 **Successors and Assigns.** No Party may assign this Agreement or any right hereunder or interest herein, in whole or in part, without the prior written consent of each other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns.

Section 6.6 **Governing Law, Jurisdiction, Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflicts of law principles. Any legal action regarding this Agreement must be brought and conducted in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in the Circuit Court in another Oregon county). Each Party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the preceding paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Section 6.7 **Modification; Prior Grant Agreements; Headings.** This Agreement may not be modified or amended except by an instrument in writing signed by each Party. This Agreement reflects and sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings relating to such subject matter. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms hereof.

Section 6.8 **Validity; Severability.** If any provision of this Agreement is held to be invalid, such event shall not affect, in any respect whatsoever, the validity of the remainder of this Agreement, and the remainder shall be construed without the invalid provision so as to carry out the intent of the Parties to the extent possible without the invalid provision.

Section 6.9 **Exhibits.** The exhibits to this Agreement are, by this reference, incorporated into and deemed a part of this Agreement as if they were fully set forth in the text hereof. If the language in an Exhibit conflicts with or is inconsistent with language not appearing in an Exhibit, the latter shall control.

Section 6.10 **Time of Essence.** Time is of the essence of this Agreement.

Section 6.11 **Relationship of the Parties.** Nothing contained in this Agreement or any acts of the Parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture or of any other association other than that of independent contracting parties.

Section 6.12 **No Third Party Beneficiary Rights.** No person not a party to this Agreement is an intended beneficiary of this Agreement, and no person not a party to this Agreement shall have any right to enforce any term of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.



Tootie Smith, Chair
For the Clackamas County Board of County Commissioners
tsmith@clackamas.or.us



Tootie Smith, Chair
For the Housing Authority of Clackamas County
tsmith@clackamas.or.us



Cara Hash (Aug 22, 2023 16:08PDT)

Cara Hash, District Manager
For Department of Human Services - Self-Sufficiency
Cara.Hash@odhs.oregon.gov



Bryan Campbell, Clackamas Branch Manager
For Department of Human Services - Vocational Rehabilitation
Bryan.a.Campbell@odhs.oregon.gov



Kristen Rantz, President and CEO
Easterseals Oregon
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Donna Lewelling, State Adult Basic Education
Director for Higher Education Coordinating
Commission Donna.j.Lewelling@state.or.us



David Gerstenfeld, Acting Director
For Oregon Employment Department
david.k.gerstenfeld@emplov.oregon.gov



Bridget Dazey (Aug 24, 2023 10:00 PDT)

Bridget Dazey, Executive Director,
For Clackamas Workforce Partnership, the Clackamas County Workforce Development Board
Bridget.dazey@clackamasworkforce.org



Larry Didway, Superintendent
For Clackamas Education Service District
ldidwav@clackesd.k12.or.us



Dacia Johnson, Executive Director
For Oregon Commission for the Blind
dacia.johnson@state.or.us

Tyson Arnold (This signature does not obligate the government any financial or other agreement)

Tyson Arnold, Center Director
For Job Corps
tyson.arnold@usda.gov

**EXHIBIT A
INFRASTRUCTURE COST BUDGET**

On or about July 1, 2023 we will have an MOU/IFA in place covering co-located and non-located workforce partners. The financial arrangements will be reflected in one of three ways: 1) the lease, 2) partner sharing agreements, or 3) other arrangements. These arrangements will be captured in this ever-evolving exhibit. Leases, costs and allocations change and, hopefully, our partnerships will expand and there will be a higher level of co-location over time.

In the table below, *co-located partner agreements* are listed based on their status of being in place, in process or anticipated.

L (Lease) P (PCSA) O (Other)	Party #1	Party #2	Annual Cost	Currently Executed	In Process	Expected Date	Anticipated New or Mod	Expected Date
L	Oregon Employment Dept	Clackamas Workforce Partnership	\$5277.60	X				
P	Oregon Employment Dept	Clackamas Workforce Partnership	\$4143.60	X				
L	Oregon Employment Dept	Easterseals	\$1872.00	X				
P	Oregon Employment Dept	Easterseals	\$2295.60	X				

The infrastructure costs for *non-located workforce partners (NCWPs)* were calculated through the following process:

1. Designation of a cubicle in WorkSource Clackamas as the technology nexus for NCWPs; and
2. Costing out of the cubicle - phone, equipment, network access, supplies, and square footage (see breakdown of costs below)

NCWP Technology Nexus Cubicle Cost Breakdown

	Cost Per	#	Monthly Total	Annual Total
Phone	27.00	1.00	27.00	324.00
Equipment	43.00	1.00	43.00	516.00
Network access (Both Printer and Computer)	8.10	2.00	16.20	194.40
Supplies	37.00	1.00	37.00	444.00
Square Footage	0.39	96.00	37.44	449.28
TOTALS			160.64	1927.68

**EXHIBIT B
INFRASTRUCTURE COST ALLOCATION**

Infrastructure cost allocation is provided through the documents identified in Exhibit A for *co-located workforce partners*.

Infrastructure cost allocation for *non-colocated workforce partners (NCWPs)* is based on the number of WIOA NCWPs participating in this Infrastructure Shared Cost Funding Agreement. The allocation is calculated through the division of the cost of the Technology Nexus cubicle evenly between the NCWPs. For the year beginning July 1, 2023, there are seven (7) NCWPs with costs broken down as follows:

Cost Allocation Per Non-colocated Workforce Partner

NCWP	Monthly Total	Annual Total
Oregon Department of Human Services - Vocational Rehabilitation	22.95	275.38
Clackamas Education Service District	22.95	275.38
Oregon Commission for the Blind	22.95	275.38
Higher Education Coordinating Commission	22.95	275.38
Job Corps	22.95	275.38
Oregon Department of Human Services - Self-Sufficiency Programs	22.95	275.39
Housing Authority of Clackamas County	22.95	275.39
TOTALS	160.65	1927.68

EXHIBIT C
ADDITIONAL SHARED COST BUDGET

Not applicable for the year beginning July 1, 2023.

EXHIBIT D
ADDITIONAL SHARED COST ALLOCATION

Not applicable for the year beginning July 1, 2023.



Memorandum of Understanding Clackamas County Local Workforce Area

This Memorandum of Understanding is between the Local Workforce Development Board, Clackamas Workforce Partnership (CWP), the Chief Elected Officials representing Clackamas County (CEOs), the Oregon Employment Department (OED), Higher Education Coordinating Commission (HECC), Oregon Department of Human Services (ODHS) – Self-Sufficiency, Oregon Department of Human Services (ODHS) – Vocational Rehabilitation, and Easterseals Oregon. This MOU relates to the operation of the WorkSource Oregon – Clackamas (WSC) one-stop service delivery system. This document ensures compliance with the Workforce Innovation and Opportunity Act (WIOA) and its implementing regulations and provides the framework to achieve a shared goal of providing a comprehensive, demand-driven, seamless customer-facing service delivery system.

I. BACKGROUND

On July 22, 2014, President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA), which is designed to strengthen the public workforce system and support Americans in developing workplace skills and finding and securing employment. Additionally, WIOA assists employers in finding and retaining skilled workers. The WIOA emphasizes the removal of barriers to employment faced by historically marginalized communities, including youth and adult/dis-located workers. The ultimate goal is to increase the long-term employment outcomes for individuals seeking services, especially those with significant barriers to employment.

In June 2016, the Departments of Education and Labor issued the final regulations to implement WIOA. The regulations clarify the need to support the public workforce system and service recipients through integrated, job-driven approaches to support communities and expand job growth. The regulations reaffirm the role of the one-stop delivery system as the cornerstone of the public workforce system, and expect required partners to collaborate in support of a seamless customer-focused service delivery network. The regulations require these partners to co-locate, coordinate, and/or integrate resources, activities, and information to create a unified system that is accessible for individuals and employers.

In response to the passage of WIOA, the Oregon State Workforce Investment Board (OWIB) developed and approved a new Unified Strategic Workforce Plan. The Unified Strategic Workforce Plan supports the vision of WIOA and provides the State framework for implementing the law. The Unified Strategic Workforce Plan confirms WorkSource Oregon (WSO) as the statewide one-stop system and requires workforce partners to leverage resources and staff to support and collaborate around the WSO system and the continued implementation and comprehensive use of the WSO Operational Standards (See Attachment 2.) At the direction of OWIB and the WIOA, CWP developed a Local Strategic Plan (See Attachment 3) to support the State vision and implement WIOA to meet the needs of local job seekers, workers, and employers. The Local Strategic Plan establishes the framework for the implementation of WIOA in Clackamas County.

II. WIOA REQUIREMENTS AND REFERENCES

- WIOA Section 121(c) requires CWP to develop and enter into a MOU with WSC partners.
- WIOA Section 121(b)(1)(A)(iii) mandates required partners in enter into a MOU with CWP pursuant to WIOA Section 121(c).
- WIOA Section 121(b)(1) identifies the programs and requires that the services and activities under each of those programs must be made available through WSC. The entities that receive the funds for each of these programs and/or have the responsibility to administer the respective programs in the Area are required partners under WIOA Section 121(b)(1).
- WIOA Section 121(b)(1)(A)(ii) requires each required partner to use a portion of available funding to maintain the one-stop delivery system, including infrastructure costs.



**Memorandum of Understanding
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- WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each partner's authorizing legislation continue to apply under the WSC system and that participation in WSC is in addition to other requirements applicable to each partner's program under each authorizing law.

III. PURPOSES AND RESPONSIBILITIES

WIOA calls for strengthening the alignment of workforce programs by imposing unified strategic planning requirements, common performance accountability measures, and requirements governing the one-stop delivery system. The required workforce programs under WIOA include:

Organization	Representation
Clackamas County Board of Commissioners	Chief Local Elected Official
Clackamas Workforce Partnership	Workforce Development Board authorized under Title 1B
Higher Education Coordinating Commission	Representing programs authorized under Title II (Adult Literacy)
Oregon Employment Department	Representing programs authorized under the Wagner Peyser Act, programs authorized under State Unemployment Compensation Laws, Trade Adjustment Assistance and NAFTA Transitional Assistance Activities authorized under Chapter 2 of Title II of the Trade Act; Local Veterans Employment Representatives and Disabled Veterans' Outreach Programs, Migrant Seasonal Farmworkers (MSFW)
Oregon Department of Human Services: Self Sufficiency	Representing programs authorized under Temporary Assistance to Needy Families, Supplemental Nutrition Assistance Program (SNAP)
Oregon Department of Human Services, Office of Vocational Rehabilitation	Representing programs authorized under Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV)
Easterseals Oregon	Representing Title V of the Older Americans Act
Dynamic Education Systems, Inc. (DESI) – Contractor of Job Corps	Representing programs represented under WIOA
Housing Authority of Clackamas County (HACC)	Representing Employment and training activities carried out by the Department of Housing and Urban Development
Clackamas Educational Service District/Clackamas Community College	Representing Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006



**Memorandum of Understanding
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Clackamas County Community Corrections	Representing Programs authorized under sec. 212 of the Second Chance Act of 2007
Program not currently represented in Clackamas County	<p>Programs authorized under title I of WIOA YouthBuild.</p> <p>Programs authorized under title I of WIOA Native American Programs (This program is not required to participate in the centers)</p>

The purposes of this MOU include:

- Define roles/responsibilities of signing parties as it relates to the operation/development of the WSC system.
- Coordinate resources to prevent duplication.
- Ensure the effective, efficient, and equitable delivery of WorkSource services.
- Enhance the WSC system to remove barriers and create a seamless customer experience.
- Increase and maximize access to workforce services for individuals with barriers to employment.
- Establish processes/procedures that will enable partners to align/integrate activities across the WSC system.

The parties agree to carry out the provisions of this MOU and advance the quality and effectiveness of the WSC system. In addition, the parties agree to:

- Participate in continuous partnership building and improvement activities.
- Adherence to common data collection and reporting needs.
- Make available to customers through the WSC system the services that are applicable to partners’ programs.
- Participate in the operation of the WSC system consistent with the terms of the MOU, the local workforce plan, and requirements of applicable law.
- Participate in staff capacity-building and development, including but not limited to cross-training between partner staff and shared training opportunities.
- Develop, offer, and deliver quality business services that assist priority industry sectors in overcoming the challenges of recruiting, retaining, and developing talent for the regional economy.

IV. VISION & GOALS

The parties agree to support the following Vision, Guiding Principles, and Goals:

Vision: People and employers in Clackamas County have access to resources that meet their needs, resulting in a skilled workforce, robust business community, dynamic economy, and prosperity for all.

Guiding Principles: Collaborative - Responsive - Solutions-Oriented - Innovative - Equitable



Memorandum of Understanding Clackamas County Local Workforce Area

Goals:

- People have equitable access to resources that meet their education and employment needs.
- Youth and adults are aware of career pathways and resources that prepare them for employment.
- People obtain high-quality employment that provides economic stability and opportunities for advancement.
- Employers can recruit and retain skilled workers that meet their workforce needs.
- Systems, agencies, and institutions align and integrate to holistically meet the needs of Clackamas County.
- Clackamas County has resources to support workforce development.

V. TERM

The performance under this MOU shall become effective and commence on **July 1, 2020**, and shall terminate on **June 30, 2023**, unless previously terminated or updated pursuant to the terms of this MOU.

Disputes: If disputes arise related to this MOU, the parties agree to abide by CWP's Mediation/Conflict Resolution Process; should this fail to resolve the dispute, the parties agree to follow the OWIB policy to reach a resolution.

Modification: The MOU constitutes the entire agreement between the parties and may be modified, revised, or amended by mutual written consent of all the signatory parties based on legislative and system design changes, the addition of parties to the agreement, governing board direction, or other reasons as agreed to by the parties. The modification will be effective upon the issuance of a written amendment, signed and dated by the parties.

Termination: Any party to this agreement may terminate their participation in this MOU upon 60 calendar days written notice to all other parties. Termination by one or more parties does not alter the terms or obligations of other parties.

Renewal: All parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

VI. CLACKAMAS WORKFORCE PARTNERSHIP ROLES AND RESPONSIBILITIES

CWP's role is to assist with the integration of workforce partners into WSC in accordance with WIOA; develop additional partnerships, including local employers; convene a Local Leadership Team comprised of system partners; align and coordinate programs; pursue and invest resources; oversee continuous improvement activities; and certify WSC Centers. In addition, WIOA Section 107 requires CWP to:

- Develop the Local Workforce Plan and coordinate its implementation across WSC partners.
- Conduct Workforce Research and Regional Labor Market analysis.
- Convene, broker, and leverage local providers, resources, and other relevant entities.
- Lead employer engagement, implement effective sector strategies, and ensure activities meet employer needs.
- Lead efforts to develop and implement career pathways.
- Identify and promote proven and promising practices.
- Maximize the use of technology in the provision of services to job seekers and employers.
- Conduct program oversight to ensure appropriate use, management, and investment of workforce resources.
- Negotiate local performance measures.
- Select operators and providers, and identify eligible providers of training and career services.
- Assist in the delivery of WIOA programs through the one-stop service delivery system.



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The chief elected official shall serve as the grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local area. The chief elected official has designated CWP to receive the grant funds and as the administrative entity for the region's WIOA Title I resources. In addition, CWP coordinates and manages other resources on behalf of State and local partners and pursues additional grants and other resources to address local workforce needs. CWP commits to investing these resources in support of the WSC system. CWP will purchase contracted workforce services to be delivered through or in association with the WSC system to support talent development, job creation, income progression, business competitiveness, and expanded opportunities for prosperity.

VII. PARTNER ROLES & RESPONSIBILITIES

Per Sections § 678.420; 678.500; 678.700 of the *WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule*. See Attachment 1: WIOA Services Matrix 2020-2023

VIII. LOCATIONS

CWP has identified the following location as the WorkSource Oregon center for the local workforce development area:

WorkSource Clackamas
506 High Street
Oregon City, OR 97045

CWP has identified the following location as WSO Partner Site/Specialized Center for the local workforce area:

Clackamas Community College Workforce Services
19600 Molalla Road
Oregon City, OR 97045

IX. SERVICE DELIVERY

The WorkSource Oregon – Clackamas (WSC) system has been established by CWP in accordance with WIOA, the Unified Strategic Workforce Plan and the Local Workforce Plan. WIOA Section 121 (b)(1)(B) identifies the programs, services and related activities that must be provided through the WSC delivery system. The Unified Strategic Workforce Plan and Local Workforce Plan further identify Workforce Programs that must be accessible through the WSC system. The WorkSource Oregon Operational Standards (See Attachment 2) describe the content and services to be available at all WSO Centers and serves as the framework for service delivery in the WSC system. Partners anticipate that these statewide Operational Standards will be updated and expanded upon in the future.

The WSC system provides the framework to achieve our shared goal of providing a seamless customer facing service delivery system which is available and accessible universally, but especially focused and targeted to populations in most need of the services. Through WSC centers, customers will have access to career and training services. Access is offered self-serve through the WorkSource Oregon website with links to partner programs and through engagement with center staff for access to partner programs and services that meet their job search and career advancement needs.



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In all centers, Basic and Individualized Career Services will be provided to assist participants in evaluating and determining their career plans and service requirements. Where new or increased skills are required to achieve the plan, assistance with access to training and education services are available.

Business services are intended to assure that the training and support provided job seekers also aligns with the needs of the local area's employers for recruiting, training and retaining talent and supports career pathways for job seekers. CWP is responsible for assisting in these activities to assure the desired outcomes.

X. INCREASED AND MAXIMIZED ACCESS

WSC is designed to be universally accessible, customer centered, and offer training and related resources that are driven by local need. WSC should be responsive to all people of all skill levels, but especially priority populations outlined below. WSC is an essential partner and key asset to the region's effort to eliminate poverty and provide vulnerable residents with an opportunity to secure high-quality employment that meets their needs and provides economic stability. Relevant local initiatives should be integrated with the WSC system to ensure the broadest array of services for residents. This integration promotes partnership, maximizes resources, aligns efforts, reduces duplication, and improves results.

Through this MOU, WSC partners commit to working together to focus efforts and resources to ensure the needs of people with barriers to employment are effectively met through the WSC system. This necessitates that we work together to prioritize services and increase outreach to historically marginalized and barriered populations, including:

- Long-term unemployed and laid-off or dislocated workers
- Veterans
- English Language Learners/ Limited English Proficiency
- Immigrants and refugees
- Individuals with Legal Backgrounds
- Low-Income Individuals and Families
- Rural Communities
- Youth, young adults, and older workers
- Individuals with disabilities
- Individuals with behavioral health needs and substance use disorder
- Public assistance recipients
- People without basic workplace skills or with low educational attainment
- Women
- Black, Indigenous, and People of Color
- LGBTQ+ individuals
- The unhoused and housing insecure

XI. ONE STOP OPERATOR ROLES AND RESPONSIBILITIES

The One-Stop Operator is contracted through CWP. The role of the One Stop Operator in the WSC system will be to:

1. Provide an objective assessment of service delivery from a lean principles/quality assurance viewpoint.
2. Analyze customer service flow and provide feedback to maximize center efficiencies
3. Evaluate the implementation of WorkSource Oregon Standards, adherence to local WorkSource MOUs, and compliance with all local, state and federal policies and guidance.



**Memorandum of Understanding
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4. Develop recommendations for continuous improvement by researching and identifying best practices and tools
5. Monitor for compliance with One-Stop certifications, MOUs, WorkSource Oregon Operational Standards.
6. Report quarterly to the workforce area any recommendations or guidance
7. Recommend operational changes and follow up on approved changes for timely implementation.
8. Utilize employer, customer and staff feedback to drive continuous improvement

XII. PARTNER PROGRAMS, SERVICES AND ACCESS

Partner programs are committed to delivering services through the WSC system in accordance with WIOA, the Unified Strategic Workforce Plan, the Local Workforce Plan, and the WSO Operational Standards.

Partner programs covered by this MOU include:

- Clackamas Workforce Partnership (CWP)
- Oregon Employment Department (OED)
- Higher Education Coordinating Commission (HECC)
- Oregon Department of Human Services – Self-Sufficiency (ODHS)
- Oregon Department of Human Services – Vocational Rehabilitation (VR)
- Easterseals Oregon
- Dynamic Educational Systems, Inc. – Job Corps Contractor
- Housing Authority of Clackamas County (HACC)
- Clackamas Educational Service District/Clackamas Community College (ESD/CCC)
- Clackamas County Community Corrections

XIII. DATA SHARING, CUSTOMER TRACKING & CONFIDENTIALITY

WSC is a shared system that promotes the alignment and integration of programs and services to better serve common regional customers. Sharing customer service-level data between partners is essential to seamless customer service and to achieving the vision and promise of the WSC system. All partners commit to developing a data sharing agreement that promotes customer service and advances the goal of delivering a seamless, customer focused WSC system. The WorkSource Oregon Management Information System (WOMIS) will be used to register and enroll all customers in WSC; an alternative for determining eligibility will be conducted by staff during initial engagement with customers. Each program will utilize its own data system to record and report customer services delivered in WSC to the Local Leadership Team and the Workforce Development Board. All partners will have access to OED shared network.

The parties agree to comply with provisions of WIOA, the Wagner-Peyser Act, the Rehabilitation Act of 1973, and the Adult Education and Literacy Act, and any other applicable requirements of state or federal law to assure that customer information shall be shared solely for the purpose of enrollment, referral, or provisions of services, When required under applicable state or federal law a release of information will be obtained from the customer before sharing confidential protected information. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies, procedures, and guidance of the other parties.



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XIV. PERFORMANCE REPORTING

CWP will provide performance data on services/programs CWP provides through WSC, such as Youth; Adult; and Dislocated Workers in 1b services, including but not limited to:

- Demographic data of participants (gender, age, race) by program
- Total number served by Center and program
- Customer engagement in WSC Core products and services
- Total number served in skill development and training activities
- Customer feedback on services (available through Quality Info).
- Credential attainment and measurable skills gain

Partners will provide performance data on services/programs provided through WSC , including, but not limited to:

- Quarterly - Demographic breakdown of participants (gender, age, race) by partner program and provider location
- Quarterly - Total number served by partner program and service provider location
- Quarterly – Measurable Skill Gain by partner program and service provider location
- Total number placed in jobs by program and talent pool – N/A for Title II partner programs
- Starting wages – N/A for Title II partner programs
- Credential attainment and measurable skills gain

WIOA performance measures will be reported on the schedule that the partner program is required to meet by Federal oversight agencies; measures to include:

- Employment in the 2nd quarter following exit from program services
- Employment in the 4th quarter following exit from program services
- Median Earnings 2nd quarter following exit from program services
- Effectiveness in Serving Employers – N/A for Title II partner programs

WSPM services are comprehensive and performance based. Where available, performance information will be collected and evaluated on a quarterly basis, reviewed by the Regional Leadership Team, and shared with the Workforce Board.

XV. TECHNOLOGY

To meet the requirements of WIOA, Clackamas Workforce Partnership will convene WSC local partners to develop strategies to maximize the effectiveness of WSC by facilitating the connections among the data systems used by WSC partners and recommend solutions to better serve WSC customers through the use of technology. CWP will coordinate with applicable partners the design, purchase, and maintenance of all publically facing WSC networks, computers, and printers. These costs will be part of the shared infrastructure costs of the WSC system.



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XVI. REFERRALS

Referrals and service coordination will occur when a customer in any of the programs party to this agreement can benefit and meet eligibility requirements in other programs. Organizations party to this agreement will outline how their services and resources will be accessible through the WSC system. Organizations party to this agreement will tailor services and activities to meet the needs of priority populations identified by WIOA and the Board including:

- Methods of making referrals between partners for appropriate services and activities
- Tracking referrals and related activities
- Coordination among providers and follow through
- Shared data systems, referral platforms, and documentation, when possible.

XVII. COMMON BRAND

WSC is a shared system. The common one-stop delivery brand is WorkSource Oregon – Clackamas. All services, signage, print/digital publications, and other materials will be branded in accordance with the WorkSource Oregon Style Guide.

XVIII. RESOURCE SHARING

In accordance with WIOA section 121 and implementing regulations, each partner must use a portion of its funds to support applicable career services and WSC infrastructure costs. **Attachment 4: Cost Sharing** identifies the specific infrastructure/shared costs and the method by which those costs will be supported with WIOA and Federal cost principles, which require that all costs must be allowable, reasonable, necessary, and allocable to the program as well as all other applicable legal requirements.

As the local Workforce Development Board, CWP is responsible for managing the Infrastructure Funding Agreement (IFA) as well as collecting and disbursing the shared resources outlined within the Agreement. Cost allocation is based on the premise that Federal programs are to bear an equitable proportion of shared costs based on the benefit received by each program.

The allocation of costs must be consistent with the Uniform Guidance at 2 CFR 200.4 and 2 CFR 200.405. (Training and Employment Guidance Letter WIOA #17-16, page 11).

WorkSource Oregon – Clackamas WIOA Partners agree and to share the costs of the following:

1. Infrastructure Funding Agreement (IFA)

- a. Defined as WSC infrastructure costs including space for the resource room: Supplies; Communications; Equipment Rental/Maintenance; Furniture; Premises Expenses, and Utilities – as related to doing business in the resource room.
- b. Methodology for cost sharing: Eligibility Determinations, meaning those co-enrolled in WOMIS.



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XIX. EQUAL OPPORTUNITY

The parties agree to obey all applicable state and federal nondiscrimination laws. The parties shall not unlawfully discriminate against any customer, applicant for employment, or employee of a party to this MOU or other entity. The parties shall adhere to the policies, procedures, and guidance issued by State partner agencies and Clackamas Workforce Partnership regarding equal opportunity, nondiscrimination, and increased accessibility. Nothing in this Section shall be construed as limiting the parties' agreement to increase and maximize access for individuals with barriers to employment under Section XVII. of this MOU.

XX. MODIFICATIONS AND AMENDMENTS

This MOU may be modified, revised, or amended by mutual written consent of all the signatory Parties. A written request must be submitted to the named parties. The modification shall not be effective unless agreed to in writing by all Parties in an Amendment to this MOU, properly executed and approved in accordance with applicable Oregon law and fiscal rules.



**Memorandum of Understanding
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XXI. SIGNATURES

Seth Lyon, District Manager
For Department of Human Services – Self-Sufficiency
seth.lyon@dhsosha.state.or.us

Doug Franklin, MS CRC, VR Clackamas Branch Manager
For Department of Human Services – Vocational Rehabilitation
douglas.r.franklin@dhsosha.state.or.us

Kristen Rantz, Interim CEO
Easterseals Oregon
krantz@or.easterseals.com

Donna Lewelling, State Adult Basic Education Director
For Higher Education Coordinating Commission
Donna.j.Lewelling@state.or.us

David Gerstenfeld, Acting Director
For Oregon Employment Department
david.k.gerstenfeld@employ.oregon.gov

Tootie Smith, Chair
For the Clackamas County Board of County Commissioners
tsmith@clackamas.or.us

Tootie Smith, Chair
For the Housing Authority of Clackamas County
tsmith@clackamas.or.us



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Larry Didway, Superintendent
For Clackamas Education Service District
ldidway@clackesd.k12.or.us

Dacia Johnson, Executive Director
For Oregon Commission for the Blind
dacia.johnson@state.or.us

Tyson Arnold, Center Director
For Job Corps
tyson.arnold@usda.gov

Rich Nanni, Project Director
For Dynamic Education Systems, Inc.

Bridget Dazey, Executive Director,
For Clackamas Workforce Partnership, the Clackamas County Workforce Development Board
Bridget.dazey@clackamasworkforce.org

Attachments:

1. WIOA Services Matrix 2020 - 2024
2. WorkSource Oregon Operational Standards 2.0
3. Clackamas Workforce Partnership Local Plan
4. Cost Sharing Agreement (IFA Program Year 2021)



September 26, 2022

Bridget Dazey, Executive Director
Commissioner Martha Schrader

This letter finalizes the agreed-upon Program Year (PY) 2022 and PY 2023 Workforce Innovation and Opportunity Act (WIOA) title I program performance targets. Following a review of Oregon's statistical adjustment model predicted outcomes, historical actual results, data supporting the proposed performance targets, other relevant adjustment factors, and subsequent communications with local staff and Chief Elected Officials, we are confirming the final negotiated performance targets for your local workforce development area are as follows below.

Clackamas Workforce Partnership	PY 2022 Target	PY 2023 Target
WIOA title I – Adult		
Employment Rate 2 nd Quarter after Exit	64.70%	64.70%
Employment Rate 4 th Quarter after Exit	69.10%	69.10%
Median Earnings 2 nd Quarter after Exit	\$8,028	\$8,028
Credential Attainment Rate	71.00%	71.00%
Measurable Skills Gain	65.60%	65.60%

Clackamas Workforce Partnership	PY 2022 Target	PY 2023 Target
WIOA title I – Dislocated Worker		
Employment Rate 2 nd Quarter after Exit	63.20%	63.20%
Employment Rate 4 th Quarter after Exit	70.60%	70.60%
Median Earnings 2 nd Quarter after Exit	\$8,416	\$8,416
Credential Attainment Rate	68.70%	68.70%
Measurable Skills Gain	67.52%	67.52%

Clackamas Workforce Partnership	PY 2022 Target	PY 2023 Target
WIOA title I - Youth		
Employment Rate 2 nd Quarter after Exit	49.10%	49.10%
Employment Rate 4 th Quarter after Exit	49.10%	49.10%
Median Earnings 2 nd Quarter after Exit	\$3,200	\$3,200
Credential Attainment Rate	62.70%	62.70%
Measurable Skills Gain	44.10%	44.10%

Please file these final agreed-upon performance targets with your Local Plan. We appreciate your participation and collaboration in this year's performance negotiations, and agreement on the PY 2022 and PY 2023 performance targets.

If you have any questions, please contact Kurt Tackman at: kurt.r.tackman@hecc.oregon.gov.

Thank you,

A handwritten signature in black ink that reads "Julia Steinberger". The signature is written in a cursive style and is positioned above the typed name.

Julia Steinberger
Director
Office of Workforce Investments
Higher Education Coordinating Commission

Email cc:

Ann Mersereau, Chair, Workforce and Talent Development Board

Todd Nell, Director, Workforce and Talent Development Board

Kurt Tackman, Deputy Director, Office of Workforce Investments



Basic Skills Screening Tool

Name:	I-Trac Customer ID:
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If any question is answered, "No," or the form could not be completed without reasonable accommodations, the individual should receive priority of service.

1. Do you feel comfortable following written instructions and diagrams?
 YES NO
2. Do you feel comfortable filling out basic medical forms and job applications?
 YES NO
3. Are you comfortable adding, subtracting, multiplying, and dividing basic numbers up to 3 digits?
 YES NO
4. Are you comfortable using a computer?
 YES NO
5. Are you comfortable using the internet and sending and receiving emails?
 YES NO
6. Do you feel that your English skills (i.e. reading, writing, and speaking) are strong enough to get and keep a job?
 YES NO

Signature: _____

Date: _____

By typing your name above, you are signing this form electronically.

Name of Career Coach: _____



**Clackamas
Workforce
Partnership**
WORKFORCE DEVELOPMENT BOARD

365 Warner Milne Rd, Suite 202
Oregon City, OR 97045
(503) 657-6644
www.clackamasworkforce.org

POLICY #: P-07
Priority Populations

ISSUED: May 17, 2018

REVISED: July 21, 2022
February 16, 2023

PURPOSE

To provide program guidance which ensures compliance prioritizing individuals to receive individualized career and training services funded with Title I Adult funds.

REFERENCES

- WIOA Section 3(5)(B), 3(36), 134(c)(3)(E)
- 20 CFR Parts 680.600, 680.640, 680.650
- 38 U.S. Code Section 4215
- TEGL 10-09
- TEGL 19-16
- TEGL 7-20
- State of Oregon Workforce Investment Board Policy “Basic Skills Deficient”

DEFINITIONS:

Recipient of Public Assistance: An adult who is receiving Temporary Aid to Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Supplemental Security Income (SSI), and/or Social Security Disability Insurance (SSDI).

Low Income Individuals: An adult in a family with total family income that does not exceed the higher of the poverty line or 70 percent of the lower living standard income level; is a homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994); or is an individual with a disability who is a member of a family whose income does not meet the low-income criteria above but their own income meets the low income requirement.

Basic Skills Deficient: An adult who is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual’s family, or in society. Individuals who are English language learners meet the criteria for “basic skills deficient.”

POLICY

Priority for individualized career and training services funded with Title I Adult funds must be given to Veterans, recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. Sub-recipients providing career and training services must have processes in place to ensure those documented individuals are prioritized to receive services. Seventy-five percent of adult participants receiving individualized career or training services must be from one or more of these priority groups. Lack of documentation does not preclude customers from receiving services but does eliminate the priority of service benefit.

Documentation requirements are:

- **Veteran Status:** A photocopy of the DD-214 Military Separation Record or letter from the Veteran's Administration. If no document is provided, services can be provided but the participant will not report at the Federal level as a Veteran and priority of service will not apply.
- **Recipients of public assistance (TANF, SNAP, SSI, SSDI):** A photocopy of verification of the receipt of public assistance in participant's name (an award letter, current ID card, note from Case Manager). If no document is provided, services can be provided but the participant will not report at the Federal level as a recipient of public assistance and priority of service will not apply.
- **Other low-income individuals:** Participant attestation is accepted and must be reflected in the I-Trac registration tab.
- **Individuals who are basic skills deficient:** A copy of the completed Basic Skills Screening tool (Attachment A).

Veterans and eligible spouses continue to receive priority of service for all DOL-funded job training programs, which include WIOA programs. However, as described in TEGGL 10-09, when programs are statutorily required to provide priority for a particular group of individuals, such as the WIOA priority for Adult funds described above, priority must be provided in the order described below. A veteran must meet each program's eligibility criteria to receive services under the respective employment and training program. For income-based eligibility determinations and for determining priority of service, military pay or allowances paid while on active duty or paid by the Department of Veterans Affairs (VA) for vocational rehabilitation, disability payments, or related VA-funded programs are not to be considered as income, in accordance with 38 U.S.C. 4213 and 20 CFR 683.230.

Priority must be provided in the following order:

1. First, to veterans and eligible spouses who are also included in the groups given statutory priority for WIOA Adult formula funding. This means that veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient would receive first priority for services with WIOA Adult formula funds for individualized career services and training services.
2. Second, to non-covered persons (that is, individuals who are not veterans or eligible

spouses) who are included in the groups given priority for WIOA adult formula funds.

3. Third, to veterans and eligible spouses who are not included in WIOA's priority groups.
4. Fourth, priority populations established by the local Workforce Development Board.
5. Last, to non-covered persons outside the groups given priority under WIOA.

Approved:

Peter Lund

02/16/2023

Peter Lund, Clackamas Workforce Partnership Board Chair

Date

CWP 2024-8 Strategic Plan Public Comments

February 29, 2024

Hello CWP team,

A note to let you know that I have completed my review of the strategic plan. Great job!!

While I do not have any specific adds due to its comprehensive nature, I did want to take a moment to say thank you for all that you do. This is a robust body of work, and you are all so very talented with your delivery.

Grateful to partner with you now and into the future!

Respectfully,

Cindy M.

February 26, 2024

Hi Bridget, Jan, and Amy,

So thrilled to see you have already included some language regarding our collaborative project. We also love the language regarding programmatic accessibility. It looks great! Thank you for sharing it with us to take a look.

Also, please let us know if you have any comments or feedback regarding the language we hope to submit for inclusion in the statewide plan. I apologize for the short turnaround, but we do hope to submit this first thing Tuesday (tomorrow) morning. If you have time to review, we welcome thoughts and feedback!

Thank you!

Allison E.